



School District 622
NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

SCHOOL BOARD MEETING

Regular Meeting

**August 21, 2018
6:00 PM**

Board Members:

Caleb Anderson, Director
Theresa Augé, Clerk
Amy Coborn, Director
Steve Hunt, Director
Nancy Livingston, Vice Chair
Becky Neve, Treasurer
Michelle Yener, Chair

Superintendent:

Christine Osorio

622 Education Center
2520 East 12th Avenue
North St. Paul, Minnesota 55109

District Mission Statement:

We commit each day to develop and empower lifelong learners who thrive in diverse communities.

**SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 622
North St. Paul-Maplewood-Oakdale**

**Regular Meeting
August 21, 2018
6:00 PM**

District Education Center, 2520 East 12th Avenue, North St. Paul

A G E N D A

I. Call to Order and Pledge of Allegiance

II. Approval of the Agenda

III. Public Comment

An opportunity for public to comment on items pertaining to the agenda. Speakers shall complete a registration card, state their name and address, and will have between two and four minutes, depending on the number of speakers, to speak on a topic. The Public Comment section of the meeting shall last no longer than thirty minutes.

IV. Consent Agenda

9

The Consent Agenda consists of routine items that are acted on in a single, consolidated motion without Board discussion. Board members have the option of pulling items off the Consent Agenda if they wish to discuss them or consider them individually.

****I recommend that the consent agenda items, listed below, be approved as presented.***

- | | |
|---|----|
| A. Minutes of July 24, 2018 Business Meeting | 10 |
| B. Minutes of August 7, 2018 Work Study Session | 20 |
| C. Routine Personnel | 22 |
| D. Bid Award | 25 |
| E. Contract Award - Transportation | 30 |

Randy worked with Transportation Supervisor BJ Ison to issue a RFP to Type III van service. This type of service is used to transport our special

education and homeless students when needed. The initial contract is for 1 year with the option to renew for up to a possible 3 years. We are recommending the following 5 vendors be awarded contracts to give us the flexibility and options to meet the growing needs of this student transportation segment.

F. Contract Award - Environmental Engineering 32

A Request for Proposal was conducted and 3 vendors were selected to come in and interview for construction/environmental engineering for Phase I of the District's facilities plan, and after reviewing prices, references, requirements and flexibility, the committee selected IEA to fulfill the District's abatement engineering and assessment needs during this phase of our plan.

G. Disbursements 33

V. Reports

A. Superintendent - Osorio 36

I will make brief mention of new leadership in place at schools this year.

1. Department Feature

a. Oakdale Elementary - Buhl 37

Tracy Buhl, Principal at Oakdale Elementary, will be sharing some exciting updates regarding the positive culture and climate at Oakdale. She will also be highlighting some achievement data that they are so proud of and continue to focus on.

B. School Board - Yener

1. Superintendent's Evaluation

You evaluated me at a closed session in July. Statute requires you to give a summary of that evaluation at the next board meeting. Michelle will share an executive summary of my evaluation at this meeting.

VI. Discussion

A. Policies 42

This is our first formal reading of the policies that were shared with you at the August 7 work session. Your suggested revisions have been reviewed by Cabinet and legal counsel, incorporated into policy if applicable, and any comments regarding revisions to the original proposals are indicated in blue on the policy summary sheet.

After this evening's discussion, any recommendations will be reviewed by legal counsel and policies will be revised as necessary. We will have a second formal reading and propose action at the September 25 business meeting.

1. Rescind Policies

a. G-000 (Board Governance)	49
b. G-040 (Board & Community Relations)	50
c. E-013 (Whole Student Development)	51
d. E-050 (District Administrative Operations)	52
e. E-053 (Decision Making)	53
f. E-054 (Accountability System)	54
g. E-070 (Monitoring & Reporting)	55
h. E-081 (Strategic Plan)	56
i. E-086 (Security Badges)	57
j. L-000 (Global Limitations)	59
k. L-021 (Unprofessional Non-School Employment Activities of District Personnel)	60
l. L-022 (Violations of a Drug-Free Workplace)	61
m. L-030 (Untimely, Inaccurate, Incomplete Information, Analysis & Assessment Reporting)	62
n. L-050 (Non-Compliance of Expectations of Customer Service)	63
o. L-070 (Violations of the Administrators' Code of Conduct)	64

2. Revise Policies

a. G-010 (Board Authority & Self Governance)	65
b. G-033 (Open Meetings & Closed Meetings)	66
c. G-035 (Public Participation in School Board Meetings/Complaints/Data Privacy Considerations)	73
d. SBR-000 (Superintendent-Board Relationship)	79
e. E-008 (Gifts to Employees & School Board Members)	81
f. E-018 (Immunization Requirements)	84
g. E-026 (Transportation of Public School Students)	88
h. E-027 (Transportation of Nonpublic School Students)	96
i. E-040 (Development & Management of Human Resources)	99
j. E-041 (Employment Background Checks)	103
k. E-042 (Acceptable Use of Wireless Devices for Employees)	106
l. E-046 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)	109
m. E-060.1 (School District Intellectual Property Rights)	113
n. E-072 (Enrollment of Nonresident Students)	115
o. E-083 (Distribution of Nonschool-Sponsored Materials on School Premises by Students & Employees)	119
p. E-085 (Employee-Student Relationships)	124
q. E-096 (Procuring Materials and Services)	127
r. EM-020.1 (Equal Educational Opportunity)	129
s. EM-020.2 (Equal Employment Opportunity)	130
t. EM-020.4 (Public and Private Personnel Data)	132
u. EM-020.7 (Harassment & Violence)	140
v. EM-020.9 (Drug-Free School)	149
w. EM-020.10 (Tobacco-Free Environment)	153
x. EM-020.15 (Student Discipline & Notice of Suspension)	156

y. EM-020.21 (Internet Acceptable Use and Safety Policy)	172
z. EM-020.25 (Student Transportation Safety Policy)	180
aa. EM-020.34 (Workload Limits for Certain Special Education Teachers)	194
3. Adopt Policies	
a. E-048 (Subpoena of a School District Employee)	196
b. E-062 (Public Data Requests)	198

VII. Action Items

A. Business Office

1. Acknowledgement of Contributions - <i>Augé</i>	203
<u><i>*I recommend that the Board accepts with appreciation the contributions presented for a 2018-2019 total of \$32,113.73</i></u>	
2. Resolution Awarding LTFM Bonds - <i>R. Anderson</i>	204
<i>The three resolutions that you will review and approve tonight are the financing for Phase I of our Facilities Plan. We have discussed the four types of funding at a previous work session. All the sources are non-voter approved and include: Long-Term Facilities Maintenance Bonds, Capital Facilities Bonds, Lease Levy (Certificates of Participation), and Abatement Bonds. The Commissioner or Education has approved the financing for the projects. Ehlers will present the sale reports at the board meeting with the actual cost of the sale for the four issues.</i>	
<u><i>*I recommend that the resolutions awarding LTFM Bonds, Capital Facility & Abatement Bonds, and Certificates of Participation be approved.</i></u>	
3. Resolution Awarding Capital Facility & Abatement Bonds - <i>R. Anderson</i>	244
4. Sale of Certificates of Participation - <i>R. Anderson</i>	284
5. Resolution Authorizing the Sale of Refunding Bonds for 2009A Bond Issue - <i>R. Anderson</i>	290

We will be refinancing two existing issues of our General Obligation bonds totaling \$18,040,000, series 2009A (OPEB) and 2009B. The resolution will approve setting the sale that will occur in October and obligates the District on the payment of the principal and interest on these bonds.

The existing bonds carry a stated interest rate of anywhere between 4.5% - 6.2% with the projected rate for the sale of the refunding bonds being somewhere around 3% - 4%. At this time, the total projected interest savings over the life of the bonds is approximately \$2 million. This savings will help us to increase our funding for Long Term Facilities Maintenance projects while still keeping our total proposed levy flat.

**I recommend that the resolutions authorizing the sale of refunding bonds for 2009A & 2009B bond issue be approved.*

6. Resolution Authorizing the Sale of Refunding Bonds for 2009B Bond Issue - R. Anderson 291
7. Lease Purchase Agreement - R. Anderson 292

As mentioned at a previous school board meeting, the District will be entering into a lease-purchase agreement for the purchase of nine school buses; five 77-passenger regular education buses and four 35+2 passenger buses with a lift. These buses will replace buses that were purchased in 2004 & 2005 which have outlasted their useful life.

This agreement will be for 5 years and will be with US Bankcorp. The amount financed is \$853,617.15 with an interest rate of 3.654%. The payments will be paid semi-annually and will be \$92,481.37 per payment and \$184,962.74 annually - this amount has been included in the 2018-19 budget.

**I recommend that the lease purchase agreement of school buses be*

approved.

8. 2018-19 Stadium Rental Rate Changes- R. Anderson

306

As indicated by the attached memo from Linda Napoli, Facility Use and Aquatics Coordinator, our stadium rental rates for community groups is currently higher than many of our neighboring districts. In order to increase accessibility and encourage more community use of our turf fields, we are recommending a reduction in rates for non-profit community groups renting the stadiums.

**I recommend that the changes to the 2018-2019 Polar/Tartan Stadium rental rates be approved as presented.*

B. School Board

1. Set Agenda & Location of September 25, 2018 Reflection Study Session

We have the date of the September 25th reflection session set as well as a start time of 5:00 p.m., but we need to take action on the agenda and location. Suggested agenda items include our usual ice breaker and reports as well as a discussion on board compensation comparison.

**I recommend that the September 25, 2018 reflection session which begins at 5:00 p.m., take place in Room 202 of the District Education Center with the following agenda items: 1)Ice Breaker; 2)Reports (Committees, Liaisons, Training, Conferences); and 3)Board Compensation Comparison.*

VIII. Board Communications

IX. Future Board Meeting Dates

A. August 28, 2018 Board Retreat 1 - 4:00 p.m. (Room 202)

B. September 25, 2018 Reflection Study Session 5:00 p.m.

C. September 25, 2018 Business Meeting 6:00 p.m. (Board Room)

IV. CONSENT AGENDA

The Consent Agenda is designed to expedite the handling of routine and miscellaneous official business of the School Board. The entire agenda may be adopted by the Board in one motion. The motion for adoption is not debatable and must receive unanimous approval. By request of an individual Board member, an item can be removed from the Consent Agenda and placed upon the regular agenda for consideration and action.

Therefore, the following resolution is recommended:

BE IT RESOLVED by the School Board of Independent School District No. 622 that Consent Agenda Items, IV.A. through IV.G., be approved as written, and a copy of the agenda items is attached to the minutes.

MOTION:

SECOND:

**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**REGULAR MEETING
SCHOOL BOARD
July 24, 2018**

Chair Yener called the meeting to order at 4:30 PM with the following present: Chair Yener, Treasurer Neve, Directors Coborn, and Hunt. Absent: Vice Chair Livingston, Clerk Augé, Director Anderson, and Superintendent Osorio. Arriving at 4:36 PM: Director Anderson.

Others present were: Josh Anderson, Director of Communications & Technology Innovation; Troy Miller, Assistant Superintendent; Randy Anderson, Director of Business Services; and Kim Cavallaro, Administrative Assistant.

The meeting opened with the Pledge of Allegiance.

Neve moved and Coborn seconded the following motion, which carried on a 4 - 0 vote:

THAT the agenda be approved as presented.

Yener stated that Neve would serve as Clerk pro tem due to Augé's absence.

Yener noted that a public hearing had taken place prior to the start of the board meeting to allow for public comment on proposed abatement bonds. R. Anderson commented that there was no one who wished to comment at the abatement hearing, and that the topic would be presented later on in the meeting asking for approval to grant the authority to issue the abatement bonds.

Coborn moved and Neve seconded the following resolution, which carried on a 4 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following Consent Agenda Items, IV.A. through IV.F., be approved as written, and a copy of the agenda items is attached to the minutes.

Miller shared a brief update on the summer programs, which have been taking place in the District. He discussed the variety of offerings and mentioned that fans had been purchased to help with the heat in some of the buildings. He closed his update by saying that summer programs have produced positive experiences.

(C. Anderson arrived)

R. Anderson introduced Greg Crowe from Ehlers, who presented information on the pre-sale of the long-term facilities maintenance bonds, capital facilities and abatement bonds, and the certificates of participation for the lease levy portion of the Phase I plan.

Yener moved and Coborn seconded the following resolution, which carried on a 5- 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Floyd M. Johnson	\$5,000.00	Harmony K-12 Playground Fund
St. Paul Park/Newport Lions Club	\$1,000.00	Harmony K-12 Playground Fund
Steven and Joan Sullivan	\$8,000.00	Harmony K-12 Playground Fund

Anderson moved and Neve seconded the following resolution, which carried on a 5 - 0 vote:

BE IT RESOLVED by the School Board (the "Board") of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota (the "District"), as follows:

Section 1. Authorization and Recitals.

1.01. The District, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of certain property taxes levied against net tax capacity imposed by the District on parcels of property by the adoption of a resolution specifying the terms of the abatement.

1.02. The District intends to undertake the construction of improvements of parking lots at Castle and Richardson Elementary Schools, and related work including curb and gutter repairs and construction, parking lot sidewalk repairs and construction, surface repairs, reconstruction and construction (the "Improvements") and benefiting certain properties within the District boundaries identified on EXHIBIT A attached hereto (collectively, the "Property").

1.03. The District has proposed to finance the Improvements by granting an abatement of the property taxes imposed by the District on the Property (the "Proposed Property Tax Abatement"), and by issuing bonds to provide an amount equal to the sum of said Proposed Property Tax Abatement.

1.04. Pursuant to the Act, this Board on July 24, 2018, conducted a public hearing on the desirability of granting the Proposed Property Tax Abatement. Notice of the public hearing was duly published as required by law in a newspaper of general interest and readership in the District, at least ten days but not more than thirty days prior to the date of the public hearing. The form of said Notice and the publication of said Notice prior to the date of adoption of this resolution is ratified and confirmed in all respects.

Section 2. Findings. On the basis of the information compiled by the District and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

2.01. The District expects that the benefits to the District associated with granting the Proposed Property Tax Abatement are at least equal to or exceed the associated costs to the District.

2.02. The granting of the Proposed Property Tax Abatement is in the public interest because it will finance and provide public infrastructure and help provide access to services for residents of the District.

2.03. The nature and extent of the public benefits which the District expects to result from the Proposed Property Tax Abatement are the improvements of parking lots at Castle and Richardson Elementary Schools, and related work including curb and gutter repairs and construction, parking lot sidewalk repairs and construction, surface repairs, reconstruction and construction which will enable District residents to continue to conveniently and safely access these facilities which are regularly utilized by the public for school and community events.

2.04. The Property is not located in a tax increment financing district.

2.05. The granting of the Proposed Abatement will not cause the aggregate amount of abatements granted by the District under the Act to exceed the greater of (i) ten percent (10%) of the District's net tax capacity for each taxes payable year to which the abatement applies, or (ii) \$200,000.

2.06. It is in the best interests of the District to grant the tax abatement authorized in this resolution.

2.07. Under Section 469.1813, Subdivision 9 of the Act, it is not necessary for the District to obtain the consent of any owner of the Property to grant an abatement.

Section 3. Granting of Tax Abatement.

3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the District on the Property for seven (7) years, commencing with taxes payable in 2019 and concluding with taxes payable in 2025. The total Abatement amount shall not exceed \$1,526,610 over seven (7) years.

3.02. The District shall retain the Abatement and apply it to payment of all or a portion of the costs of acquiring or constructing the Improvements or to the payment of bonds of the District issued to finance costs of acquiring or constructing the Improvements, whether such bonds are issued pursuant to the Act, or other law, as authorized by Section 469.1815, Subdivision 2 of the Act.

3.03. The Abatement may not be modified or terminated by the Board during its term.

EXHIBIT A

Description of the Property

Property ID Nos.

02-29-22-21-0027
03-29-22-14-0015
03-29-22-24-0017
02-29-22-12-0096

Coborn moved and Neve seconded the following resolution, which carried on a 5- 0 vote:

BE IT RESOLVED, by the School Board of Independent School District No. 622, State of Minnesota, as follows:

1. The School Board has determined that it is necessary and expedient to issue \$6,130,000 of General Obligation Capital Facilities and Tax Abatement Bonds, Series 2018B pursuant to Minnesota Statutes, Sections 123B.62, 469.1812 to 469.1815, and Chapter 475, as amended. The Bonds will consist of a Capital Facilities Portion and a Tax Abatement Portion. The Bonds will provide funds to finance certain capital projects (Capital Facilities Portion) and to finance the construction of improvements to existing parking lots at Castle and Richardson Elementary Schools and related work (Abatement Portion).

2. The Board hereby finds and declares that it is necessary and expedient for Independent School District No. 622 (the "District") to issue a portion of its fully registered general obligation bonds (the "Capital Facilities Portion") pursuant to Minnesota Statutes, Section 123B.62 and Chapter 475, as amended, to provide funds for the following capital improvements and related financing costs:

- improvements and repairs to District buildings and sites;
- equipping and reequipping buildings with permanent attached fixtures;
- acquisition of furniture, fixtures and equipment;
- fire, life and safety code compliance projects; and
- facility improvements to enhance safety and security.

The Capital Facilities Portion would be issued in the total aggregate principal amount of not to exceed \$5,000,000 and would mature within ten (10) years of the date of issuance. The Board hereby expresses its intent to issue and tentatively authorizes the issuance of said Bonds. The issuance of said Bonds shall become finally authorized, subject to the approval of the Commissioner of Education, unless a petition calling for a referendum on the question of whether to issue said Bonds, signed by more than fifteen percent (15%) of the voters of the District, is filed with the Board within thirty (30) days of the date of the adoption of this resolution. A petition must be in the form required by law. The minimum number of valid signatures for such a petition shall be determined as of the last day before the petition is filed with the Board.

3. The administration is authorized and directed to submit to the Commissioner of Education such additional information as may be necessary to secure any further approval of the Commissioner for the issuance of the Capital Facilities Portion that may be required by Minnesota Statutes, Section 123B.62. The submission of information and a request for approval prior to the date of this resolution is ratified and approved in all respects.

4. The clerk is hereby authorized and directed to cause a notice substantially in the form of the Notice attached hereto as EXHIBIT A and incorporated herein by reference to be published as a legal notice one (1) time in the official newspaper of the District as soon as reasonably practicable after the adoption of this resolution, but at least twenty (20) days before the earliest of the solicitation of bids, the issuance of bonds, or the final certification of levies. Any publication of said notice prior to the date of adoption of this resolution is hereby ratified and approved in all respects. This Notice relates to the sale of the Capital Facilities Portion of the Bonds.

5. Any actions of the administration in consulting with the Minnesota Department of Education are hereby ratified and approved in all respects.

6. The Board, having been advised by Ehlers & Associates, Inc., the District's municipal advisor, hereby determines that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2.

7. On approximately August 16, 2018, the Superintendent or Director Business Services and a Board Officer are authorized and directed to receive all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, the terms of which are ratified and confirmed in all respects, and to approve on behalf of the District the sale of the Bonds to the party submitting the most favorable proposal (the "Purchaser"). If the true interest rate of the most favorable of said proposals does not exceed 4.50% and a favorable recommendation to accept the proposal is received from Ehlers & Associates, Inc., the Superintendent or Director Business Services and a Board Officer are authorized and directed to accept the same as though the price and interest rate had been included herein. In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The Superintendent or Director Business Services and a Board Officer are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser.

8. Upon approval of the sale of the Bonds by the Superintendent or Director Business Services and a Board Officer, the Board will meet on August 21, 2018 to adopt the necessary approving resolution as drafted by the District's Bond Counsel.

9. The terms and provisions specified in the Official Statement are hereby adopted as the terms and conditions of the Bonds and of the sale thereof, and shall be made available to all prospective purchasers of the Bonds. Ehlers & Associates, Inc., is authorized to prepare an Official Statement and to open, read and tabulate the proposals.

10. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

11. On April 24, 2018, the Board adopted an intent resolution to sell an issue of Bonds consisting of a Facilities Maintenance Portion and a Capital Facilities Portion. The provisions of that resolution that relate to the issuance of Capital Facilities Bonds in a total aggregate principal amount of not to exceed \$10,000,000 are hereby rescinded and repealed. The Capital Facilities Bonds in an aggregate principal amount of not to exceed \$5,000,000 will instead be included in the Capital Facilities and Tax Abatement Bonds, Series 2018B specified above and herein.

EXHIBIT A

**NOTICE OF INTENT TO ISSUE BONDS TO FINANCE
CERTAIN CAPITAL PROJECTS
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota (the "District"), adopted a resolution on July 24, 2018 (the "Resolution") stating the intention of the School Board to issue a capital facilities portion of an issue of general obligation bonds (the "Bonds") in the total principal amount of not to exceed \$5,000,000 pursuant to Minnesota Statutes, Sections 123B.62, and Chapter 475, as amended.

A portion of the proceeds of the Bonds (the "Capital Facilities Portion") in the principal amount of not to exceed \$5,000,000 will be used to fund the costs of the following capital improvements to be approved by the School Board and related financing costs, subject to the approval of the Commissioner of Education:

- improvements and repairs to District buildings and sites;
- equipping and reequipping buildings with permanent attached fixtures;
- acquisition of furniture, fixtures and equipment;
- fire, life and safety code compliance projects; and
- facility improvements to enhance safety and security.

Pursuant to Minnesota Statutes, Section 123B.62, as amended, the Capital Facilities Portion of the Bonds will be finally authorized for issuance, subject to the approval of the Commissioner of Education, unless a petition calling for a referendum on the question of whether to issue said Capital Facilities Portion, signed by more than fifteen percent (15%) of the registered voters of the District, is filed with the School Board within thirty (30) days of the date of the School Board's adoption of the Resolution. A petition must be in the form required by law. The minimum number of valid signatures for such a petition shall be determined as of the last day before the petition is filed with the School Board.

The total amount of outstanding indebtedness of the District as of April 30, 2018 is \$81,155,000. If the proposed Capital Facilities Portion of the Bonds are issued, the total indebtedness of the District would be \$86,155,000 (not including any other bonds to be issued by the District).

Dated: July 24, 2018

BY ORDER OF THE SCHOOL BOARD

/s/

School District Clerk
Independent School District No. 622
(North St. Paul-Maplewood-Oakdale)
State of Minnesota

Anderson moved and Neve seconded the following resolution, which carried on a 5 - 0 vote:

WHEREAS, Independent School District 622 intends to acquire certain vehicles, equipment and other property as generally described below (hereinafter, the "Property");

TRANSPORTATION VEHICLES (SCHOOL BUSES)

WHEREAS, the School District may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of a lease-purchase agreement ("Lease Purchase Proceeds");

WHEREAS, the School District reasonably anticipates that it will make expenditures with respect to the Property in the principal amount not exceeding \$1,000,000 ("Principal Amount") for which the School District may or expects to enter into a Lease-Purchase Agreement;

WHEREAS, Treasury Department and Internal Revenue Service Regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District 622 ("Governing Body") in due, legal and regular session convened that:

Section 1. The Governing Body finds and determines that the foregoing recitals are true and correct.

Section 2. This Resolution is adopted by the Governing Body of the School District for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This Resolution does not bind the School District to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 3. The Governing Body of the School District expects the School District will pay certain capital expenditures in connection with the Property prior to the receipt of Lease Purchase Proceeds for the Property.

Section 4. The Governing Body of the School District hereby declares the School District's official intent to use Lease Purchase Proceeds to reimburse itself for Property expenditures.

BE IT FURTHER RESOLVED that if any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

Coborn moved and Anderson seconded the following resolution, which carried on a 5 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board approve the District's updated Long Term Facilities Maintenance 10 Year Plan as presented.

Yener asked board members to set the time, location and agenda for the August 7, 2018 work study session. Coborn moved and Neve seconded the following motion, which carried on a 5 - 0 vote:

THAT the August 7, 2018 work study session begin at 4:30 p.m. in Room 202 of the District Education Center with the following agenda items: 1)Superintendent Check In; and 2)Policy Revisions.

Yener asked board members to set a board retreat. Neve moved and Coborn seconded the following motion, which carried on a 5 - 0 vote:

THAT a board retreat be set for August 28, 2018, from 1 - 4 p.m. in Room 202 of the District Education Center with the following agenda item: Discussion of Facilities Master Plan.

Yener asked board members to set a special meeting to canvass the upcoming election. Neve moved and Anderson seconded the following motion; which carried on a 5 - 0 vote:

THAT a special meeting to canvass the election be held on November 13, 2018, at 4:30 p.m. in the board room of the District Education Center.

Yener asked board members to set a work study session in November. Neve moved and Anderson seconded the following motion; which carried on a 5 - 0 vote:

THAT a work study session be set for November 13, 2018, immediately following the adjournment of the November 13, 2018 special meeting, in Room 202 of the District Education Center, with the following agenda items: 1)Superintendent Check In; 2)Board Officer Succession; 3)Board Liaisons & Committees; and 4)Facilities.

Anderson moved and Coborn seconded the following motion, which carried on a 5 - 0 vote:

THAT the meeting be adjourned.

The meeting adjourned at 5:32 PM.

Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, www.isd622.org.

**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**WORK STUDY SESSION
SCHOOL BOARD
August 7, 2018**

Chair Yener called the meeting to order at 4:30 p.m. with the following present: Chair Yener, Vice Chair Livingston, Clerk Augé, Treasurer Neve, Directors Anderson, Coborn, Hunt, and Superintendent Osorio. Yener left the meeting at 5:03 p.m. and Livingston assumed the role as Chair.

Others present were: Randy Anderson, Josh Anderson, Troy Miller, Peter Mau, Tricia Hughes, Julie Coffey, and Kim Cavallaro.

Osorio shared a brief update which included her thoughts on her upcoming superintendent's report for the August 21 board business meeting.

Osorio led a discussion on policies, noting that the policies being reviewed are from periodic analysis and/or policy work recommended from MSBA from the 2017 legislative session. Fourteen policies suggested to be rescinded are: G-000 (Board Governance), G-040 (Board & Community Relations), E-013 (Whole Student Development), E-050 (District Administrative Operations), E-053 (Decision Making), E-054 (Accountability System), E-070 (Monitoring & Reporting), E-081 (Strategic Plan), E-086 (Security Badges), L-000 (Global Limitations), L-022 (Violations of a Drug-Free Workplace), L-030 (Untimely, Inaccurate, Incomplete Information, Analysis & Assessment Reporting), L-050 (Non-Compliance of Expectations of Customer Service), and L-070 (Violations of the Administrators' Code of Conduct).

Twenty-eight policies proposed to be revised are: G-010 (Board Authority & Self Governance), G-033 (Open Meetings & Closed Meetings), G-035 (Public Participation in School Board Meetings/Complaints/Data Privacy Considerations), SBR-000 (Superintendent-Board Relationship), E-008 (Gifts to Employees & School Board Members), E-018 (Immunization Requirements), E-026 (Transportation of Public School Students), E-027 (Transportation of Nonpublic School Students), E-040 (Development & Management of Human Resources), E-041 (Employment Background Checks), E-042 (Acceptable Use of Wireless Devices for Employees), E-046 (Criminal or Civil Action Against School District, School Board Member, Employee or Student), E-060.1 (School District Intellectual Property Rights), E-072 (Enrollment of Nonresident Students), E-083 (Distribution of Non-school-Sponsored Materials on School Premises by Students & Employees), E-085 (Employee-Student Relationships), E-096 (Procuring Materials & Services), EM-020.1 (Equal Educational Opportunity), EM-020.2 (Equal Employment Opportunity), EM-020.4 (Public and Private Personnel Data), EM-020.7 (Harassment & Violence), EM-020.9 (Drug-Free School), EM-020.10 (Tobacco-Free Environment), EM-020.15 (Student Discipline & Notice of Suspension), EM-020.21 (Internet Acceptable Use & Safety Policy), EM-020.25 (Student Transportation Safety Policy), EM-020.34 (Workload Limits for

Certain Special Education Teachers), and L-021 (Unprofessional Non-School Employment Activities of District Personnel).

Two policies proposed for adoption are: E-048 (Subpoena of a School District Employee), and E-062 (Public Data Requests).

Board members shared their feedback on the proposals and revisions will be made to the proposals. This group of policies will be presented at the August 21, 2018 board business meeting for a first formal reading; with a second reading a proposed action at the September 25, 2018 board business meeting.

The meeting adjourned at 6:39 p.m.

Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, www.isd622.org.

Employment

First Name	Last Name	Employed as	Building	Effective	Pay Rate	Per
Joseph	Brooks	Behavior Intervention Specialist	Webster	8/27/18	\$23.19	Hour
Johanna	Brown	ECFE Screener	Beaver Lake	8/1/18	\$26.53	Hour
Ashley	Brummans	Kindergarten Teacher 1.0	Oakdale	8/27/18	\$49,840.00	Year
Anita	Bruno	Small Group Instruction .90 One Year Only	Skyview Elem	8/27/18	\$47,418.30	Year
Kevin	Busko	SPED Teacher 1.0	Tartan	8/27/18	\$77,345.00	Year
Katherine	Cabieses	Spanish Teacher, One Year Only 1.0	Tartan	8/27/18	\$39,732.00	Year
Lisa	Cannon Ratliff	SPED Teacher 1.0	Webster	8/27/18	\$65,779.00	Year
Laura	D'Aigle	Grade 1 Teacher 1.0	Webster	8/27/18	\$48,892.00	Year
Andrea	Daugherty	ECSE Teacher 1.0	Beaver Lake	8/27/18	\$54,335.52	Year
Brianna	Dietz	English Language Learner Teacher 1.0	Tartan	8/27/18	\$44,142.00	Year
Cindi	Fosse	ABE Instructor	Harmony	8/1/18	\$29.92	Hour
Alexis	Graw-Lawson	African American Liaison	District-Wide	8/27/18	\$23.19	Hour
Alexis	Graw-Lawson	Bicultural Liaison	District-Wide	8/27/18	\$23.19	Hour
Madeline	Jarrett	Intervention Teacher .40 One Year Only	Weaver	8/27/18	\$15,615.60	Year
Shelby	Kersten	Kindergarten Teacher 1.0	Oakdale	8/27/18	\$44,142.00	Year
Jaclyn	Larson	School Counselor 1.0	Tartan	8/27/18	\$62,149.00	Year
Jennifer	Marty	Instructional Coach 1.0	Caner	8/27/18	\$75,194.00	Year
Grace	Mauer	Kindergarten Teacher 1.0	Richardson	8/27/18	\$46,508.00	Year
Michael	Murphy	Pt Arena Supervisor	Tartan/North Arenas	8/17/18	\$12.00	Hour
Mary	Neuman	PreK Instructor	Beaver Lake	8/24/18	\$45,320.00	Year
Lisa	Pavel	SPED Building Para	Cowern	9/4/18	\$17.79	Hour
Patricia	Pnewski	ABE Instructor	Harmony	8/31/18	\$29.92	Hour
Claudia	Roberto	Bus Monitor	Bus Garage	8/20/18	\$17.59	Hour
Jacob	Rodgers	Math Teacher 1.0	North	8/27/18	\$42,866.00	Year
Kelly	Rogowski	Guidance Secretary	John Glenn	8/13/18	\$18.42	Hour
Rachael	Ryan	Language Arts Teacher 1.0	Skyview Middle	8/27/18	\$63,093.00	Year
Seth	Schaal	Small Group Instruction .90 One Year Only	Skyview Elem	8/27/18	\$36,377.10	Year
Emily	Schackmuth	Behavior Intervention Assistant	Caner	8/27/18	\$23.19	Hour
Seth	Schleicher	1:1 SPED Para	Tartan	9/4/18	\$15.68	Hour
Abigail	Schreier	SPED Building Para	Cowern	9/4/18	\$15.32	Hour
DaRay	Sherow	Behavior Intervention Specialist	Cowern	8/27/18	\$23.19	Hour
Brittany	Sipple	Behavior Intervention Specialist	Skyview Elementary	8/27/18	\$23.19	Hour
Kelsey	Sterrenberg	PreK Instructor	Webster	8/24/18	\$45,320.00	Year
Jennifer	Sticha	French Teacher .80	North, Skyview, Maplewood	8/27/18	\$31,231.20	Year
Lakrisha	Thompson	PT Driver	Bus Garage	8/20/18	\$20.16	Hour
Chelsea	Wangen	SPED Resources Teacher 1.0	Skyview Middle School	8/27/18	\$39,039.00	Year
ShaRon	Webb	SPED Building Para	Tartan	9/4/18	\$16.80	Hour
Laurie	Ylinen	ECFE Screener	Beaver Lake	8/8/18	\$26.53	Hour

Status Change						
First Name	Last Name	From	To	Effective	Pay Rate	Per
Katarina	Akridge	Cultural Academic Support Specialist (.75)	Cultural Academic Support Specialist (1.0)	8/27/18	\$20.00	Hour
Cynthia	Clausen	EA on Layoff	Intervention EA	9/4/18	\$14.52	Hour
Christopher	Cook	Gladstone Receptionist .625/AC Receptionist .25	Gladstone Receptionist .875	7/1/18	\$15.86	Hour
Kimberly	Fletcher- Wieken	FT Driver/Custodian	FT Dispatcher	7/30/18	\$26.65	Hour
Michael	Gagliardi	Elementary Engineer	Secondary Engineer	8/1/18	\$26.65	Hour
Paige	Gallagher	SPED Para	EBD Center Based Tchr 1.0- One Year Only	8/27/18	\$39,039.00	Year
Samrawit	Gebremichael	Cultural Academic Support Specialist (.75)	Cultural Academic Support Specialist (1.0)	8/27/18	\$20.00	Hour
Marah	Harings	Cultural Academic Support Specialist (.75)	Cultural Academic Support Specialist (1.0)	8/27/18	\$20.00	Hour
Joseph	Jackson	Night Lead Custodian	Elementary Engineer	8/16/18	\$24.63	Hour
Damian	Johnson	Cultural Academic Support Specialist	Behavior Intervention Assistant	8/27/18	\$23.19	Hour
Paige	Kelsey	Water Safety Instructor	Aquatic Lead	7/23/18	\$15.00	Hour
Rena	Kiser	Instructional Coach .65	Instructional Coach .80	8/27/18	\$67,377.47	Year
Michelle	Marcotte	Early Childhood Clerk .625	Early Childhood Clerk .875	7/1/18	\$18.03	Hour
Jennifer	Milan	Intervention EA .50	Intervention EA .59	9/4/18	\$14.16	Hour
Donald	Olson	PT Driver	Student Contact Day Driver	8/1/18	\$20.86	Hour
Donald	Olson	PT Driver	Student Contact Day Driver	8/1/18	\$20.86	Hour
Diane	Pottratz	Cultural Academic Support Specialist (.75)	Cultural Academic Support Specialist (1.0)	8/27/18	\$20.00	Hour
Therese	Rasch	Para 1.0	Para .91	9/4/18	\$14.62	Hour
Jeffery	Schadt	PT Driver	Student Contact Day Driver	8/8/18	\$20.86	Hour
Karen	Sullivan	ECSE Para .30	ESCE Para .60	9/4/18	\$15.32	Hour
James	Sullivan	ESCE Para .525	ECSE Para .675	9/4/18	\$15.26	Hour
Daniel	Torrez	Resource Teacher 1.0	Check and Connect 1.0	8/27/18	\$48,696.00	Year

Leave of Absence					
First Name	Last Name	Assignment	Building	Leave Type	Dates
Debra	Toronto	Para Special Ed	Gladstone	Child Care Leave	09/04/18- 10/12/18
Ashley	Vang	CID Para	Eagle Point	Child Care Leave	09/04/18- 10/19/18
Lauren	VanOverbeke	Science Teacher	Skyview Middle	Child Care Leave	09/12/18- 10/26/18

Resignation				
* First Name	Last Name	Assignment	Building	Effective
Lai	Bifulk	Pre K EA	Richardson	7/30/2018
Cassandra	Blood	LPN	North	8/10/2018
Sara	Buffington	SPED Para	Oakdale	8/10/2018
Megan	Chuesberg	SPED Para	Eagle Point	7/25/2018
Ryan	Delacroix	Media EA/Communications Specialist	Tartan	7/6/2018
Michael	Groess	PT Driver	Bus Garage	6/7/2018
Kathleen	Hanson	Job Coach	Next Step	8/7/2018
Bianca	Hurst	Student Contact Day Driver	Bus Garage	7/13/2018
* Annette	Ilkka	Kindergarten Teacher 1.0	Oakdale	7/27/2018
Jasmine	Jones	Intervention EA	Carver	6/7/2018
Cheri	Juker	SPED Para	North	8/1/2018
* Amy	Krier	SPED Para	Tartan	6/7/2018
Lauren	Lenart	EBD Teacher	Harmony	8/1/2018
Lisa	Lipinski	Pre K EA	Beaver Lake	8/6/2018
Eleanor	Melson	AC Inclusion Facilitator	DEC	8/6/2018
Carolina	Olson	SPED CID Teacher	Skyview Elem	8/9/2018
Nero	Pack	PT Driver	Bus Garage	7/19/2018
Pamela	Phillippi	Instructional Coach	Carver	8/2/2018
Dean	Reasoner	ELL Teacher 1.0	Tartan	7/24/2018
Sara	Sawyer	SPED Para	Eagle Point	7/29/2018
* Joyce	Staebler	SN CC Para AC	Skyview Elem	12/21/2018
Dave	Terry	Para Monitor	Weaver	6/7/2018
Dave	Terry	Para Monitor	Webster	6/7/2018
Sara	Weinberg	SPED Para	Next Step	7/26/2018
Nancy	Young	MTSS EA/Para Monitor	Cowern	7/30/2018

Termination				
First Name	Last Name	Assignment	Building	Effective
Gordon	Fjetland	FT Custodian	DEC	7/16/18

V. D. BID AWARDS

Sealed bids were solicited as required by law for goods and services listed below. The bids were opened and tabulated by the Business Office and are recommended for award to the lowest responsible bidders. Bid tabulations are on file in the Business Office.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that contracts be awarded as follows:

<u>For</u>	<u>Vendor</u>	<u>#Bids</u>	<u>Fund</u>	<u>Amount</u>
<u>Castle Elementary School Addition and Renovations - Bid Package #1</u> <u>Work Scope #02A - Site Removals, Excavation and Earthwork</u>	Dahn Construction Co, LLC	5	01	\$208,202.00
<u>Castle Elementary School Addition and Renovations - Bid Package #1</u> <u>Work Scope #03A - Building Concrete</u>	Ebert Construction	3	01	\$277,700.00



August 17, 2018

Mr. Randy Anderson
Director of Business Services
North St. Paul-Maplewood-Oakdale ISD 622
2520 East 12th Avenue
North St. Paul, Minnesota 55109

RE: Castle Elementary School Addition and Renovations – Bid Package #1
Letter of Recommendation for Partial Contract Awards

Dear Mr. Anderson,

Adolfson & Peterson Construction (AP) is pleased to provide this Letter of Recommendation for Partial Contract Awards for bids received on Thursday, August 16th, 2018 for Bid Package #1. AP recommends North St. Paul-Maplewood-Oakdale ISD 622 award contracts to each of the following contractors:

<u>Work Scope #02A-Site Removals, Excavation and Earthwork</u> Dahn Construction Co, LLC Rosemount, Minnesota	Base Bid:	\$208,202
<u>Work Scope #03A – Building Concrete</u> Ebert Construction Corcoran, Minnesota	Base Bid:	\$277,700
<u>Total Base Bid Amount Partial Award – Bid Package #1:</u>		<u>\$485,902</u>

The estimated budgets for the above recommended contracts was \$605,198. The bid results are \$119,296 under the estimated budgets.

AP has conducted post-bid interviews with the above apparent low bidders and based on our findings, recommend the above contractors for contract award. The above contracts are important to the overall project schedule and awarding the above contracts will allow the work to begin on site as required per the project schedule.

Should you have any questions, please do not hesitate to contact me.

Regards,



Patrick Sims
Senior Preconstruction Manager
Adolfson & Peterson Construction
(952) 607-4663
psims@a-p.com

CC: Mike Boland – ISD 622
Troy Miller - LHB
Phil Waugh – LHB
David Jaeger – AP
Mike Elsnes - AP

Enc: Bid Tabulation Sheets – 2 pgs.

IV. E. RESOLUTION TO AWARD STUDENT TRANSPORTATION CONTRACTS

The Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that student transportation contracts be awarded to Rift Valley Transportation, Inc., Treasured Transportation, LLC; United Transportation Service, LLC, Universal Transit Services, Inc., and Oromiya Transportation Service (Contractors) for contract year commencing with September 1, 2018 and ending August 31, 2019, with an option to extend for an additional three one-year contract years, consistent with Minnesota Statutes 2015, Section 123B.52, Subds. 1 and 3, and direct the District Administration to complete the contracts with these service providers, consistent with the following:

- a) Contractors are responsible service provider, consistent with the applicable state law;
- b) Contractors agree to a cost of service that is the lower cost service option in response to the District Specification; and
- c) All student transportation services will continue to be provided consistent with District policies and past practices for distances for student eligibility, distance to bus stops, and bus ride length.

Type III Cost Comparison									
		<i>Route Cost</i>				<i>Midday/Activity Cost</i>		<i>Monitor</i>	
<i>Vendor</i>	<i>Currently Using</i>	<i>4 hr minimum 7 pass. van</i>	<i>Additional Qtr Hrs</i>	<i>Upcharge 10 pass. Van</i>	<i>Upcharge Lift</i>	<i>1 hr minimum</i>	<i>Additional Qtr Hrs</i>	<i>Live Hour (2hr min. AM/PM)</i>	<i>Additional Qtr Hrs</i>
Rift Valley	12 vans	\$ 226.00	\$ 11.00	\$ 40.00	\$ 40.00	\$ 56.50	\$ 11.00	\$ 24.00	\$ 11.00
United	7 vans	\$ 226.00	\$ 11.00	\$ 40.00	\$ 40.00	\$ 55.00	\$ 11.00	\$ 23.00	\$ 5.75
Universal	9 vans	\$ 222.50	\$ 10.00	\$ 40.00	\$ 40.00	\$ 50.00	\$ 9.00	\$ 22.00	\$ 8.00
*Treasured	7 vans	\$ 210.00	\$ 13.25	n/a	n/a	\$ 72.50	\$ 13.25	\$ 50.00	\$ 12.50
OTS	NEW	\$ 160.00	\$ 10.00	\$ 40.00	\$ 40.00	\$ 60.00	\$ 10.00	\$ 26.00	\$ 10.00

IV. F. CONTRACT AWARD CONSTRUCTION/ENVIRONMENT ENGINEERING

The School District did a Request for Proposal (RFP) and selected three vendors to come in and interview for construction/environmental engineering for Phase 1 of the District's Facilities Plan. The vendors interviewed were Institute for Environmental Assessment (IEA), Environmental Process Inc. (EPI) and Braun Intertec; all firms with a great reputation in environmental assessment and engineering. After reviewing pricing, references, requirements and flexibility, the committee selected Institute for Environmental Assessment (IEA) that the committee felt best matched the Districts abatement engineering and assessment needs during Phase 1 of the Facilities Plan.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that pursuant the contract terms, a contract is awarded as follows:

<u>For</u>	<u>Vendor</u>	<u>Fund</u>	<u>Amount</u>
Environmental Engineering Phase 1 Facilities Plan	Institute for Environmental Assessment (IEA)	06	TBD

IV. D. DISBURSEMENTS

State statutes require school boards to provide for payment of just claims and also require that a list of electronic fund transfers be submitted to the school board at its next regular meeting. This action will authorize payment of audited and allowable claims, purchase of investments, transfers to the payroll account, and transactions by electronic fund (wire) transfers.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following disbursements and transfers be approved:

General Fund	\$	5,671,821.00
Food Service		116,796.00
Community Service		278,826.00
Debt Service		11,640.00
Trust		71,759.00
Internal Service Fund Health Insurance		43,174.00
OPEB Benefits Trust Fund		15,237.00
		<hr/>
A/P Checks Disbursed (07-01-18 thru 07-31-18)	\$	6,209,253.00
Payroll Disbursed - Net (07-01-18 thru 07-31-18)	\$	1,495,015.00
Wire Transfers (07-01-18 thru 07-31-18)	\$	11,471,077.00
Investments on 08-02-18	\$	52,223,711.00

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

INVESTMENTS

DEPOSITORY	TYPE	RATE	PURCHASED	AMOUNT
MSDLAF OTHER FUNDS	MM	1.95%	(BALANCE AT 08-02-18)	\$279,493.00
P M A SECURITIES OPERATING FUNDS	VARIOUS	1.93%	(BALANCE AT 08-02-18)	\$39,386,298.00
P M A SECURITIES OPEB BONDS	VARIOUS	2.05%	(BALANCE AT 08-02-18)	\$11,187,898.00
ASSOCIATED BANK EQUITY INVESTMENTS	EQUITY	1.24%	(BALANCE AT 08-02-18)	\$1,370,022.00
				<u>\$52,223,711.00</u>

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

WIRE TRANSFERS

07-01-18 thru 07-31-18

DATE	FROM	TO		REASON
07/02/18	P M A	HEALTH PARTNERS	\$204,645.00	MEDICAL CLAIM FEES
07/02/18	PREMIER BANK	ANNUITY COMPANIES	\$45,824.00	PAYROLL PAYABLES
07/02/18	PREMIER BANK	FURTHER	\$9,243.00	FLEX PROCESSING
07/02/18	PREMIER BANK	DELTA DENTAL	\$136,072.00	MONTHLY PAYMENT
07/02/18	PREMIER BANK	STATE OF MINN.	\$98,832.00	PAYROLL TAX
07/03/18	PREMIER BANK	FURTHER	\$196,408.00	FLEX PROCESSING
07/03/18	PREMIER BANK	HEALTH PARTNERS	\$87,023.00	HEALTH CLAIMS
07/03/18	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
07/05/18	P M A	PREMIER BANK	\$1,000,000.00	A/P - P/R*
07/05/18	PREMIER BANK	FURTHER	\$8,957.00	FLEX PROCESSING
07/06/18	PREMIER BANK	ANNUITY COMPANIES	\$396,717.00	PAYROLL PAYABLES
07/09/18	PREMIER BANK	FURTHER	\$8,666.00	FLEX PROCESSING
07/09/18	PREMIER BANK	HEALTH PARTNERS	\$117,747.00	HEALTH CLAIMS
07/11/18	P M A	PREMIER BANK	\$1,140,000.00	A/P - P/R*
07/12/18	P M A	PREMIER BANK	\$1,500,000.00	A/P - P/R*
07/13/18	PREMIER BANK	I R S	\$268,523.00	PAYROLL TAX
07/16/18	P M A	PREMIER BANK	\$500,000.00	A/P - P/R*
07/16/18	PREMIER BANK	FURTHER	\$7,618.00	FLEX PROCESSING
07/16/18	PREMIER BANK	HEALTH PARTNERS	\$694,270.00	HEALTH CLAIMS
07/16/18	PREMIER BANK	STATE OF MINN.	\$44,731.00	PAYROLL TAX
07/17/18	PREMIER BANK	ANNUITY COMPANIES	\$41,294.00	PAYROLL PAYABLES
07/17/18	PREMIER BANK	I R S	\$5,033.00	PCORI FEE
07/18/18	PREMIER BANK	FURTHER	\$8,447.00	FLEX PROCESSING
07/19/18	P M A	PREMIER BANK	\$2,000,000.00	A/P - P/R*
07/19/18	PREMIER BANK	ANNUITY COMPANIES	\$61,834.00	PAYROLL PAYABLES
07/20/18	PREMIER BANK	ANNUITY COMPANIES	\$78,157.00	PAYROLL PAYABLES
07/23/18	PREMIER BANK	FURTHER	\$20,361.00	FLEX PROCESSING
07/23/18	PREMIER BANK	HEALTH PARTNERS	\$303,075.00	HEALTH CLAIMS
07/24/18	PREMIER BANK	FURTHER	\$1,388.00	FLEX PROCESSING
07/27/18	P M A	PREMIER BANK	\$1,965,000.00	A/P - P/R*
07/30/18	PREMIER BANK	FURTHER	\$5,344.00	FLEX PROCESSING
07/30/18	PREMIER BANK	HEALTH PARTNERS	\$278,244.00	HEALTH CLAIMS
07/30/18	PREMIER BANK	STATE OF MINN.	\$602.00	UNEMPLOYMENT
07/31/18	PREMIER BANK	FURTHER	\$861.00	FLEX PROCESSING
07/31/18	PREMIER BANK	MISCELLANEOUS	\$5,491.00	MISCELLANEOUS
07/31/18	PREMIER BANK	I R S	\$227,670.00	PAYROLL TAX
		TOTAL	<u>\$11,471,077.00</u>	

* TO COVER ACCOUNTS PAYABLE OR PAYROLL CHECKS

District 622 Building Phone List (updated 8-6-18)

ELEMENTARY SCHOOLS

Carver 702-8200 (9:15 a.m.-3:45 p.m.)	
Fax	8291
Gena Abrahamson, Principal	8210
Laura Anderson	8201

Castle 748-6700 (8:45 a.m.-3:15 p.m.)	
Fax	6791
Bridget Bruner, Principal	6710
Karla Lawinger	6701

Cowern 748-6800 (8:45 a.m.-3:15 p.m.)	
Fax	6891
Jennifer Wilson, Principal	6810
Christy Hayes	6801

Eagle Point 702-8300 (8:45 a.m.-3:15 p.m.)	
Fax	8391
Shawn Bromeland, Principal	8310
Christine Kass	8301

Oakdale 702-8500 (8:45 a.m.-3:15 p.m.)	
Fax	8591
Tracy Buhl, Principal	8510
Amy Boris	8501

Richardson 748-6900 (9:15 a.m.-3:45 p.m.)	
Fax	6991
Jenna Peters, Principal	6910
Susi Weldon	6901

Skyview Elem. 702-8100 (9:15 a.m.-3:45 p.m.)	
Fax	8191
Travis Barringer, Principal	8110
Trish Weldon	8101

Weaver 748-7000 (9:15 a.m.-3:45 p.m.)	
Fax	7191
Pangjua Xiong, Principal	7010
Barb Harshman	7001

Webster 748-7100 (8:45 a.m.-3:15 p.m.)	
Fax	7191
Mona Perkins, Principal	7110
Lori Smoyer	7101

MIDDLE SCHOOLS

John Glenn 748-6300 (7:45 a.m.-2:15 p.m.)	
Fax	6391
Jill Miklausich, Principal	6310
Cheryl Conklin	6301
Marnie Galvin, Assistant Principal	6302
Jesse Cabak, Dean	6311
Guidance	6330

Maplewood 748-6500 (7:45 a.m.-2:15 p.m.)	
Fax	6591
Kevin Wolff, Principal	6510
Nita Bruun	6501
Eric Mjollness, Assistant Principal	6509
Cory Zeglin, Associate Administrator	6559
Guidance	6530

Skyview Middle 702-8000 (7:45 a.m.-2:15 p.m.)	
Fax	8091
Lynn Pham, Principal	8010
Nikki Bennis	8001
Deron Drummond, Assistant Principal	8011
Brett Latterell, Dean	8006
Guidance	8030

HIGH SCHOOLS

North 748-6000 (8:15 a.m.-2:45 p.m.)	
Fax	6091
Greg Nelson, Principal	6010
Mary Kay Evans	6001
Cheryl Lien, Assistant Principal	6012
Stephane Goeken, Interim Assistant Principal	6013
Counseling Office	6032
Jed Helwig, Athletic Director	6022
Penny LaVick, Secretary	6021

Tartan 702-8600 (8:15 a.m.-2:45 p.m.)	
Fax	8691
Ty Thompson, Principal	8610
Judy Graziano	8601
Eric Fort, Assistant Principal	8611
Junior Eugene, Assistant Principal	8613
Vichai Saefong, Associate Administrator	8612
Counseling Office	8630
Bryan Munter, Athletic Director	8620
Patty Troendle, Secretary	8621

OTHER FACILITIES

Beaver Lake Education Center 702-8450	
ECFP/District PreK 702-8411	
Fax	8496
Dana Strop, ECSE Supervisor	8465
Lois Swanberg, Building Secretary	8401
Heather Sanders, ECFP & PreK Supervisor	8449
TBD, Clerk	8402
Bonnie Pottratz, Specialist	8468
Katie Dahlstrom, Early Childhood Outreach & Enrollment	8494

Gladstone 748-7200	
Cheryl Gysbers, Coordinator	7252
Adult Programs	7250
Francine Evans, Meals on Wheels Specialist	7266
Mary Kay Olson, Clerk	7232
Christopher Cook, Receptionist	7251
Tracy Tessier, ECFE Coordinator	7284
Michelle Marcotte, Clerk	7274

Harmony Learning Center 748-6200	
Sue Bartling, K-12 Program and District Care & Treatment Supervisor	6210
Erin Henderson, Clerk	6201
Fax	6251
Scott Helland, ABE Coordinator	6202
ABE Office	6208
Fax	6261

Next Step 621-1900	
Heather Kosec, Supervisor	1910
Adrienne Grosek, Clerk	1901
Fax	1991

Polar Arena 748-6292	
Brad Martinson, Supervisor	6292
Fax	6291

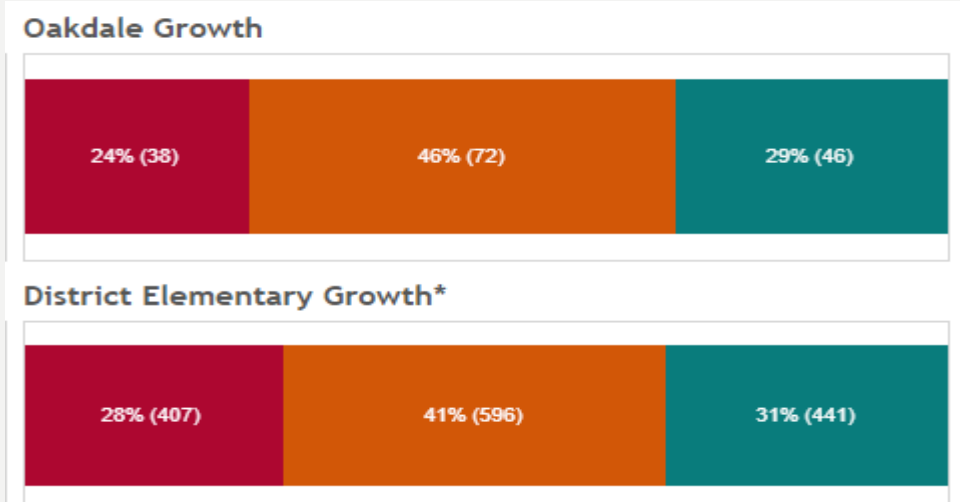
Tartan Arena 714-9251	
Brad Martinson, Supervisor	9251
Fax	6291

**OAKDALE
ELEMENTARY**

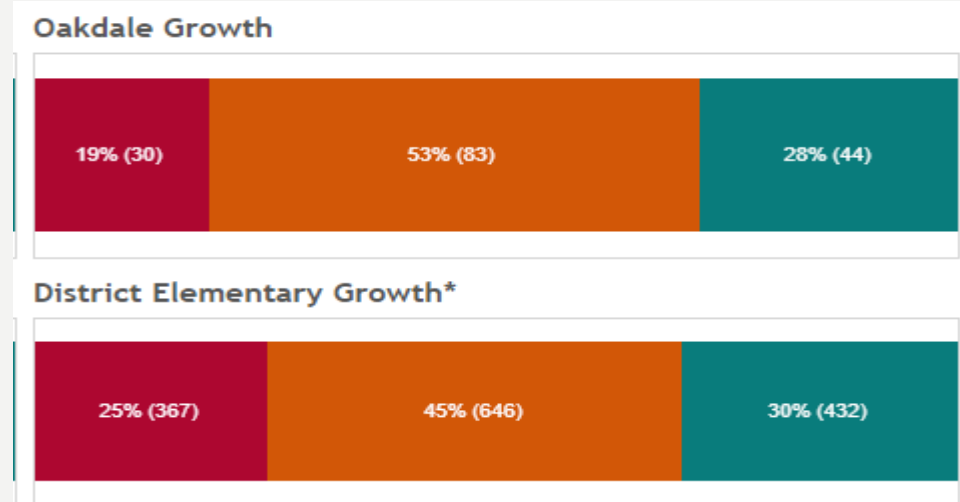
GREAT THINGS ARE HAPPENING HERE

LOOKING AT DATA

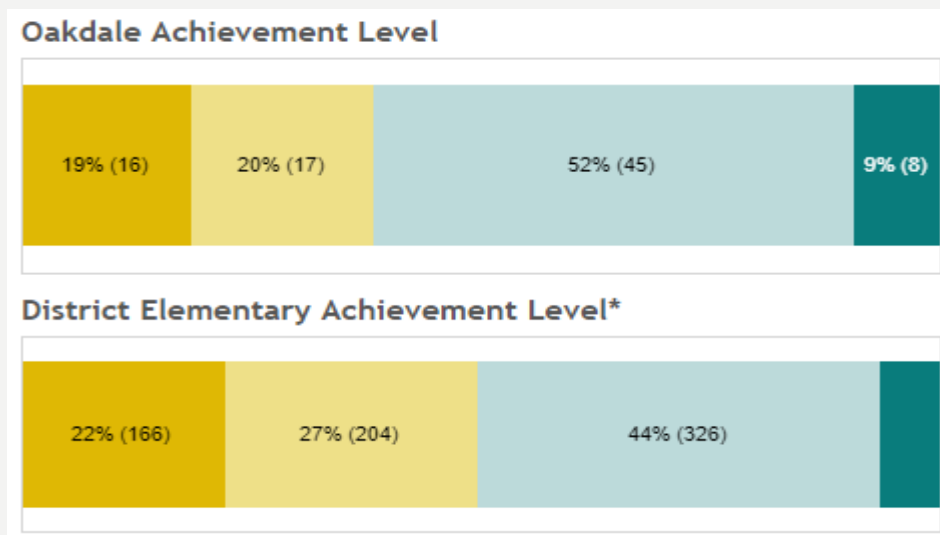
Math Data 2018



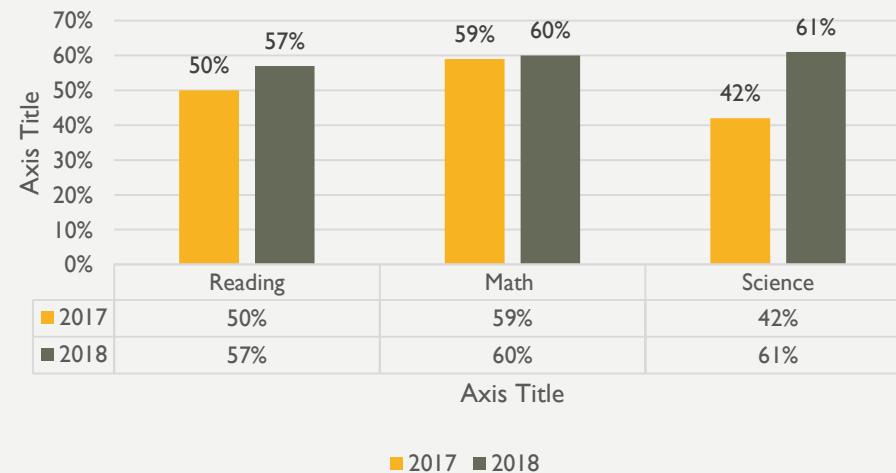
Reading Data 2018



Science Data 2018

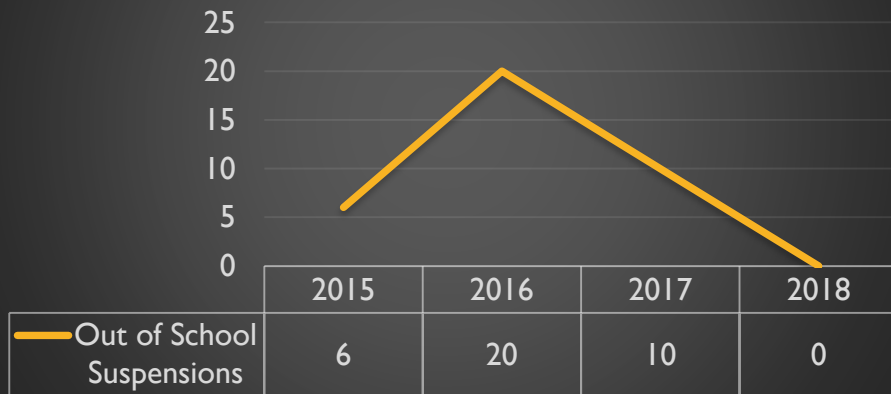


Oakdale MCA Data 2017 and 2018

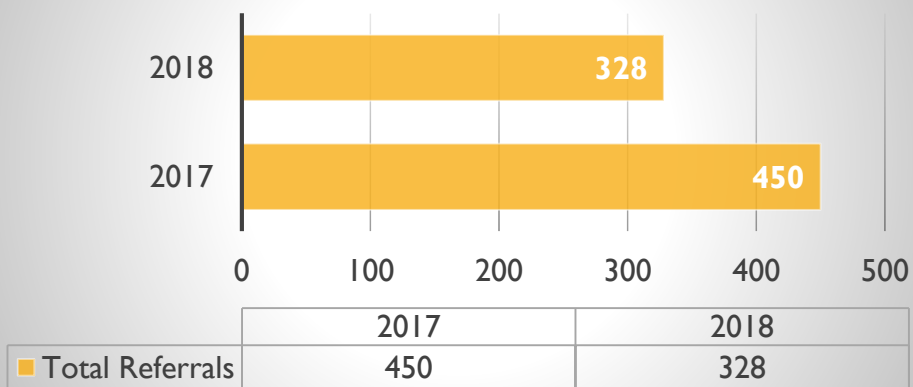


CULTURE, CLIMATE AND BEHAVIOR

Oakdale Out of School Suspensions



Oakdale Total Referrals



- CLR
- Responsive Classroom
- Olweus
- Second Step
- Welcoming Schools
- Restorative Practices
- Mindfulness Training

I LOVE OUR STAFF



IT'S ALL ABOUT THE KIDS



Proposed Policy Revisions – August 21, 2018

Policy Review Suggested Revisions, Additions and Deletions			Board Member suggested revisions from the 8-7-18 work session indicated in blue
Admin	Policy Number	Policy Title	Summary of Changes
Christine	G-000 Rescind	Board Governance	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind and incorporate with Policy G-010
Christine	G-040 Rescind	Board & Community Relations	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as the material is covered in Policy G-033
Peter/ Troy	E-013 Rescind	Whole Student Development	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration as the material is covered in the District's Strategic Plan
Christine	E-050 Rescind	District Administrative Operations	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration and is covered in Policy SBR-000 (proposed revision in the title of SBR-000 as well as entire policy revision to match MSBA's 301)
Christine	E-053 Rescind	Decision Making	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration as this procedure is incorporated into practice

Proposed Policy Revisions – August 21, 2018

Christine	E-054 Rescind	Accountability System	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration
Christine	E-070 Rescind	Monitoring & Reporting	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration and is touched on in Policy EM-020.28
Peter	E-081 Rescind	Strategic Plan	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration and is touched on in Policy E-000
Randy/ Julie/ Josh	E-086 Rescind	Security Badges	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration as this is all procedure
Christine	L-000 Rescind	Global Limitations	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration as this procedure is incorporated into practice
Julie	L-021 Revision Rescind	Unprofessional Non-School Employment Activities of District Personnel	<ul style="list-style-type: none"> • No MSBA comparable policy • Legal counsel recommendation to revise policy to focus the prohibition on other positions that adversely impact job performance • Rescind this policy and incorporate with E-040
Julie	L-022 Rescind	Violations of a Drug-Free Workplace	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model)

Proposed Policy Revisions – August 21, 2018

			<ul style="list-style-type: none"> • Recommendation to rescind as policy deemed not necessary by legal counsel and administration and is reflected in Policy EM-020.9
Christine	L-030 Rescind	Untimely, Inaccurate, Incomplete Information, Analysis & Assessment Reporting	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration and is touched on in Policy EM-020.28
Christine/Julie	L-050 Rescind	Non-Compliance of Expectations of Customer Service	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration
Christine	L-070 Rescind	Violations of the Administrators' Code of Conduct	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to rescind as policy deemed not necessary by legal counsel and administration and is reflected in Policy E-060
Christine	G-010 Revision	Board Authority & Self Governance	<ul style="list-style-type: none"> • Contains 622 language, no MSBA comparable policy • Revision to include board governance language from Policy G-000 and modification in policy title • Keep policy title as is • Removal of "informed oversight" from first paragraph
Christine	G-033 Revision	Open Meetings and Closed Meetings	<ul style="list-style-type: none"> • Contains 622 language • Interactive technology provisions added • Legal reference addition • Typo fixed
Christine	G-035 Revision	Public Participation in School Board Meetings/Complaints/Data Privacy Considerations	<ul style="list-style-type: none"> • Contains 622 language • "Public" no longer limited to citizens of the school district • Remove Agenda Items #1 under Procedures; renumber remaining items

Proposed Policy Revisions – August 21, 2018

Christine	SBR-000 Revision	Superintendent-Board Relationship	<ul style="list-style-type: none"> • No MSBA comparable policy (old Teamworks model) • Recommendation to revise completely using MSBA’s 301 • Keep policy title as is • Changes to items B, C, D, E & Rationale
Christine	E-008 Revision	Gifts to Employees and School Board Members	<ul style="list-style-type: none"> • Contains 622 language • Clarifies that an award or recognition plaque with a \$5 or less resale • Add the words, “per state statute”
Tricia	E-018 Revision	Immunization Requirements	<ul style="list-style-type: none"> • Contains 622 language • Changes to requirements of a medical statement • Request to have language simplified and procedures recognized; Cabinet & legal counsel advise to leave policy as originally proposed
Randy	E-026 Revision	Transportation of Public School Students	<ul style="list-style-type: none"> • Contains 622 language • Changes to the section relative to homeless students
Randy	E-027 Revision	Transportation of Nonpublic School Students	<ul style="list-style-type: none"> • MSBA policy • Changes to the section regarding students with disabilities
Julie	E-040 Revision	Development & Management of Human Resources Rename: Discipline, Suspension, and Dismissal of School District Employees	<ul style="list-style-type: none"> • Contains 622 language • Policy is currently a combination of MSBA’s 403 & 408; administration and legal counsel recommendation to separate the two; rename E-040 to “Discipline, Suspension, and Dismissal of School District Employees (MSBA 403); and adopt E-048 (MSBA 408 – Subpoena of a School District Employee) and keep strictly to MSBA model • Removal of procedures • Add language from proposed rescinded Policy L-021

Proposed Policy Revisions – August 21, 2018

Julie	E-041 Revision	Employment Background Checks	<ul style="list-style-type: none"> • Contains 622 language • Replacement of the “state board of teaching” with “Minnesota Professional Educator Licensing and Standards Board”
Josh	E-042 Revision	Acceptable Use of Wireless Devices for Employees	<ul style="list-style-type: none"> • No MSBA comparable policy • Revisions reflecting the change in the individual who approves the authority of assigning cell phones to employees and updating the Technology Department name. • Replace specific director title with “Superintendent and/or designee”
Julie	E-046 Revision	Criminal or Civil Action Against School District, School Board Member, Employee, or Student	<ul style="list-style-type: none"> • MSBA policy • Minor sentence structure revisions that do not affect the substance of the policy language
Christine/ Julie	E-060.1 Revision	School District Intellectual Property Rights	<ul style="list-style-type: none"> • Contains 622 language • Currently has procedure separate from policy; administration and legal counsel recommendation to put procedure into policy as to mirror MSBA Policy 409 • Request to have language in General Statement of Policy simplified; Cabinet and legal counsel advise to leave policy as originally proposed
Troy	E-072 Revision	Enrollment of Nonresident Students	<ul style="list-style-type: none"> • MSBA policy • Changes to the lotteries section; and a new form is referenced • Remove website process for accessing application • Lotteries paragraph revised to specify district-wide
Josh	E-083 Revision	Distribution of Non-school-Sponsored Materials on School Premises by Students & Employees	<ul style="list-style-type: none"> • Contains 622 language • Legal reference revision

Proposed Policy Revisions – August 21, 2018

Julie	E-085 Revision	Employee-Student Relationships	<ul style="list-style-type: none"> • Contains 622 language • Replacement of the “board of teaching” with “Minnesota Professional Educator Licensing and Standards Board” • Legal reference revision
Randy	E-096 Revision	Procuring Materials and Services	<ul style="list-style-type: none"> • No MSBA comparable policy • Statute is changing in August for the dollar amount value which requires higher approval
Troy/ Peter	EM-020.1 Revision	Equal Educational Opportunity	<ul style="list-style-type: none"> • MSBA policy • Under the Minnesota Human Rights Act, gender identity and gender expression have been included as protected categories. The list of protected categories has been changed.
Julie	EM-020.2 Revision	Equal Employment Opportunity	<ul style="list-style-type: none"> • MSBA policy • Under the Minnesota Human Rights Act, gender identity and gender expression have been included as protected categories. The list of protected categories has been changed.
Josh/ Julie	EM-020.4 Revision	Public and Private Personnel Data	<ul style="list-style-type: none"> • Contains 622 language • Replacement of the “board of teaching” with “Minnesota Professional Educator Licensing and Standards Board”
Tricia/ Troy/ Peter/ Julie	EM-020.7 Revision	Harassment & Violence	<ul style="list-style-type: none"> • MSBA policy • Under the Minnesota Human Rights Act, gender identity and gender expression have been included as protected categories. The list of protected categories has been changed and definitions added. • Legal reference addition • Revise policy title
Troy/ Peter	EM-020.9 Revision	Drug-Free School	<ul style="list-style-type: none"> • MSBA policy • Legal reference revision

Proposed Policy Revisions – August 21, 2018

Troy/ Peter/ Julie	EM-020.10 Revision	Tobacco-Free Environment	<ul style="list-style-type: none"> • MSBA policy • Additions to the definitions for tobacco and tobacco-related devices
Troy	EM-020.15 Revision	Student Discipline & Notice of Suspension	<ul style="list-style-type: none"> • Contains 622 language • Clarifications and additions to the Student Code of Conduct • Rework Student Code of Conduct Item #33
Josh	EM-020.21 Revision	Internet Acceptable Use and Safety Policy	<ul style="list-style-type: none"> • Contains 622 language • Legal reference deletion
Randy	EM-020.25 Revision	Student Transportation Safety Policy	<ul style="list-style-type: none"> • MSBA policy • One elimination from the section regarding school bus driver duties and responsibilities
Tricia	EM-020.34 Revision	Workload Limits for Certain Special Education Teachers	<ul style="list-style-type: none"> • MSBA policy • Replacement of the “board of teaching” with “Professional Educator Licensing and Standards Board”
Julie	E-048 Adoption	Subpoena of a School District Employee	<ul style="list-style-type: none"> • MSBA policy • Adoption of the policy is the result of separating E-040 into two policies
Christine/ Josh	E-062 Addition	Public Data Requests	<ul style="list-style-type: none"> • MSBA policy • New model policy for the collection, maintenance, and dissemination of public data as provided in state statutes

Governance

Policy Title	Policy Level	Date Approved/Revised
Board Governance	G-000	11/20/07

The Board of Education of Independent School District 622 – North St. Paul-Maplewood-Oakdale shall provide governance for the public education system to its citizenry within the framework of applicable Minnesota and federal law; provide for the highest educational level of its students, quality leadership; informed oversight; public engagement and ethical stewardship to assure appropriate organizational performance and public engagement.

Rationale: *The Board of Education of Independent School District 622 – North St. Paul-Maplewood-Oakdale is committed to the education of all students; to a constant awareness of the concerns and desires of the whole community regarding the quality and performance of the school system; to the employment of a Superintendent who effectively stewards this outstanding school system and under whose leadership the staff will carry out the policies of the Board with imagination and dedication; and, to the continued involvement of the Public Schools for the benefit of youth and community.*

Adoption and Revision History	Incorporated Policies
G-000 BOARD GOVERNANCE This policy adopted November 20, 2007	None

Legal References: None

Cross References: None

Governance

Policy Title	Policy Level	Date Approved/Revised
Board and Community Relations	G-040	11/20/07

The Board of Education of Independent School District 622 - North St. Paul-Maplewood-Oakdale shall engage the public in an effective and efficient manner to deliver the promise of the Mission and Vision of the Board of Education, of Independent District 622 - North St. Paul-Maplewood-Oakdale. The engagement will be grounded in transparency and accountability to the community it serves.

The Board of Education will exhibit and promote behavior that is:

1. Visible/available/accessible
2. Truthful/accurate/complete/straightforward
3. Timely/prompt
4. Respectful and fair
5. Responsive to the public will

The Board of Education will engage community and stakeholder groups proactively.

The Board of Education shall effectively utilize a variety of venues, channels and approaches for its communication and public engagement including, but not limited to:

1. Linkage Meetings
2. Publications in local newspaper and or forms of printed and or electronic media
3. Stakeholders' meetings
4. Social events and meetings
5. School visits
6. Public hearings

Rationale: *The Board of Education openly seeks public comment and discussion and provides opportunities for that discussion to take place.*

Adoption and Revision History	Incorporated Policies
G-040 BOARD AND COMMUNITY RELATIONS This policy adopted: November 20, 2007	None

Legal References:

ENDS

Policy Title	Policy Level	Date Approved/Revised
Student Development	E-013	4/22/08

School District 622 – North St. Paul-Maplewood-Oakdale shall provide an educational experience that extends beyond academic achievement to assist students in identifying vocational interests and career goals and to address the physical, creative, social and emotional developmental needs of students. To that end School District 622 – North St. Paul-Maplewood-Oakdale shall support: career and vocational counseling, student government, community activities, community performances, student involvement in decision-making, co-curricular activities, interscholastic activities that are guided by Administrative Rule, Regulation and Procedure and applicable law and guidelines.

Rationale: *The students' experiences need to be designed to develop knowledge and skills and attitudes in assisting them to be creative, capable, responsible, healthy members of a democratic society.*

Adoption and Revision History	Incorporated Policies
E-013 STUDENT DEVELOPMENT This Policy Adopted: April 22, 2008	None

Administrative Rule, Regulation and Procedure: NA

Legal References: None

Cross References: None

ENDS

Policy Title	Policy Level	Date Approved/Revised
District Administrative Operations	E-050	6/23/09

The effective design, staffing and management of Independent School District 622 - North St. Paul-Maplewood-Oakdale administrative operations will comply with applicable municipal, state and federal laws, meet District goals, and achieve the Mission and Vision of the District, which will be established and regularly reviewed for improvement.

Rationale: *It is through the legal, effective and efficient operation of Independent School District 622 - North St. Paul-Maplewood-Oakdale, that all learners shall achieve their potential and taxpayer value will be realized.*

Adoption and Revision History	Incorporated Policies
E-050 DISTRICT ADMINISTRATIVE OPERATIONS This policy adopted: June 23, 2009	

Administrative Rule, Regulation and Procedure: [NA](#)

Legal References:

ENDS

Policy Title	Policy Level	Date Approved/Revised
Decision-making	E-053	4/22/08

Independent School District 622 - North St. Paul-Maplewood-Oakdale shall use a disciplined and intentional decision-making process that provide outcomes informed by timely, accurate, relevant, and comprehensive data, information and research.

Rationale: *The use of relevant data to inform decisions improves the quality of decisions and builds community confidence in its schools.*

Adoption and Revision History	Incorporated Policies
E-053 DECISION-MAKING This policy adopted: April 22, 2008	

Administrative Rule, Regulation and Procedure: NA

Legal References:

ENDS

Policy Title	Policy Level	Date Approved/Revised
Accountability System	E-054	4/22/08

School District 622 – North St. Paul-Maplewood-Oakdale shall use an accountability system that is aligned with the Strategic Framework, the District’s Ends and Limitations policies, and provides information to the community about the performance of schools and programs.

School District 622 – North St. Paul-Maplewood-Oakdale accountability system will be:

1. used to communicate clearly the strengths and or weakness of District performance;
2. presented in an easily understood and easily available format to staff and community members;
3. adaptable for use at the school level;
4. adaptable for use in the Superintendent’s evaluation

Rationale: *A well-defined accountability system builds the trust the internal and external community provides to its schools.*

Adoption and Revision History	Incorporated Policies
Policy E-054 ACCOUNTABILITY SYSTEM This Policy Adopted: April 22, 2008	None

Administrative Rule, Regulation and Procedure: NA

Legal References: None

Cross References: None

ENDS

Policy Title	Policy Level	Date Approved/Revised
Monitoring and Reporting	E-070	6/23/09

Independent School District 622 – North St. Paul-Maplewood-Oakdale will collect data and create reports that contain analysis of results for compliance with the District’s accomplishment of the annual goals and the achievement of the District Mission and Vision.

- 1)The District will provide summary information in an easily understood format that will effectively communicate the District’s results to the community.

- 2)The District will use this format to communicate individual school and learning group results to parents and to the community.

Rationale: *Regular reporting on agreed upon goals helps the internal and external community judge the effectiveness of its actions and its schools*

Adoption and Revision History	Incorporated Policies
Policy E-070 MONITORING AND REPORTING This Policy Adopted: June 23, 2009	None

Administrative Rule, Regulation and Procedure: NA

Legal References: None

Cross References: None

ENDS

Policy Title	Policy Level	Date Approved/Revised
Strategic Plan	E-081	4/22/08 Revised: 3/28/17

Independent School District 622 - North St. Paul-Maplewood-Oakdale will annually review and approve a multi-year Strategic Plan that details the Core Values, Mission, Mission Outcomes, and Strategies.

Administration will develop an implementation system, comprised of key measures of the District's performance on the mission outcomes. Data will be collected, analyzed, and brought to the board annually.

Rationale: *All adults in the educational community must work with a common purpose if the District is to achieve excellence in student learning and development. The Independent School District 622 - North St. Paul-Maplewood-Oakdale Strategic Plan defines the common purpose with all goals, planning and allocation of resources aligned within its context.*

Adoption and Revision History	Incorporated Policies
E-081 STRATEGIC PLAN This policy adopted: April 22, 2008; Revised: March 28, 2017	

Administrative Rule, Regulation and Procedure: NA

Legal References:

ENDS

Policy Title	Policy Level	Date Approved/Revised
Security Badges	E-086	11/22/11

1) General Statement of Policy

- A. It is the school district's policy that all full and part time employees, all substitute employees, and all volunteers and visitors to district buildings and facilities will display on their person a district-provided identification badge during working hours, while on duty, or when visiting district buildings and facilities.

- B. Visitors to district buildings which serve primarily community education programs, visitors to K-12 buildings at times when community education programs operate, and visitors to school special events and special programs are exempt from the badging requirement.

2. Implementation

- A. The superintendent of schools will develop and cause to be implemented rules and regulations governing administration of this policy.

Rationale: *The purpose of this policy is to authorize the mandatory use of security badges by all school district employees, volunteers, and specified building visitors in order to promote and enhance the security of students and staff.*

Adoption and Revision History	Incorporated Policies
413 SECURITY BADGES This Policy Adopted: June 24, 1997 Rescinded: November 22, 2011	Replaces Policy xxx (Security Badging of Staff) adopted March 12, 1996
E-086 SECURITY BADGES This Policy Adopted: November 22, 2011	None

Administrative Rule, Regulation and Procedure: NA

Legal References:

Cross References:

Limitations

Policy Title	Policy Level	Date Approved/Revised
Global Limitations	L-000	1/22/08

Independent School District 622 - North St. Paul-Maplewood-Oakdale shall not cause or allow any practice, organizational circumstance, activity or decision that is illegal, imprudent, or in violation of commonly accepted business practices, professional ethics, community standards, or jeopardizes the safety, health or learning environment of students, staff or public.

***Rationale:** Independent School District 622 - North St. Paul-Maplewood-Oakdale must demonstrate behaviors and practices that are consistent with community standards and legal requirements.*

Adoption and Revision History	Incorporated Policies
L-000 GLOBAL LIMITATIONS This policy adopted: January 22, 2008	

Administrative Rule, Regulation and Procedure: NA

Legal References:

Limitations

Policy Title	Policy Level	Date Approved/Revised
Unprofessional Non-school Employment Activities of District Personnel	L-021	1/22/08 Revised:

Independent School District 622 - North St. Paul-Maplewood-Oakdale employees shall not engage in any other employment or activities that would ~~negatively~~ **adversely** affect **job performance or the ability to fulfill all job responsibilities for** ~~their usefulness as employees in~~ ISD 622 - North St. Paul-Maplewood-Oakdale; would **reduce the employee's efficiency or** ~~make time and/or energy demands which interfere with their effectiveness in performing regularly assigned duties; would compromise the integrity or embarrass the District;~~ would adversely affect their employment status or professional standing; or, would conflict with assigned duties.

***Rationale:** The students of Independent School District 622 - North St. Paul-Maplewood-Oakdale deserve the services of the highest quality provided by a professional staff that are good models for students.*

Adoption and Revision History	Incorporated Policies
L-021 UNPROFESSIONAL NON-SCHOOL EMPLOYMENT ACTIVITIES OF DISTRICT PERSONNEL This policy adopted: January 22, 2008; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References:

Limitations

Policy Title	Policy Level	Date Approved/Revised
Violations of a Drug-Free Workplace	L-022	1/22/08

Independent School District 622 - North St. Paul-Maplewood-Oakdale employees shall not unlawfully manufacture, distribute, dispense, possess, use or be under the influence in any "school district location" any alcoholic product, narcotic, hallucinogenic, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal law, or in violation of any statute of the State of Minnesota.

"School District Location" means in any school building, any school premise, any school-owned vehicle, and any school-approved vehicle use to transport students; off school property at any school-sponsored or school-approved activity, event or function; any period of time an employee is supervising students on behalf of the District or otherwise engaged in District business.

Adherence to all Administrative Regulations and Procedures shall be considered a condition of employment in School District 622 - North St. Paul-Maplewood-Oakdale. Employees or students found to have violated this policy shall be subject to discipline afforded within the guidelines of related policy, due process and contract.

Rationale: *Employees of School District 622 - North St. Paul-Maplewood-Oakdale shall follow the requirements and prohibitions of all applicable law.*

Adoption and Revision History	Incorporated Policies
L-022 VIOLATIONS OF A DRUG-FREE WORKPLACE This policy adopted: January 22, 2008	

Legal References:

Schedules 1-V of Section 202 Controlled Substances Act (21 U.S.C. 812);
Regulation 13 21 CFR 1300.11-1300.15; Minn. Stat 144.4165

Limitations

Policy Title	Policy Level	Date Approved/Revised
Untimely, Inaccurate, Incomplete Information, Analysis and Assessment Reporting	L-030	1/22/08

Independent School District 622 - North St. Paul-Maplewood-Oakdale shall not fail to provide timely, accurate and complete information, assessment and analysis to the Board of Education, the staff and the public.

***Rationale:** School District 622 - North St. Paul-Maplewood-Oakdale shall operate in a transparent way in providing information about the effectiveness of its program and operation to its internal and external community.*

Adoption and Revision History	Incorporated Policies
L-030 UNTIMELY, INACCURATE, INCOMPLETE INFORMATIONS, ANALYSIS AND ASSESSMENT REPORTING This policy adopted: January 22, 2008	

Administrative Rule, Regulation and Procedure: NA

Legal References:

Limitations

Policy Title	Policy Level	Date Approved/Revised
Non-compliance of Expectations of Customer Service	L-050	1/22/08

Independent School District 622 - North St. Paul-Maplewood-Oakdale management practices shall not fail to:

- 1) Establish procedures which develop a culture of administrative responsiveness, efficiency, and quality customer service

***Rationale:** This policy is established to codify the expectation of service to our community.*

Adoption and Revision History	Incorporated Policies
L-050 NON-COMPLIANCE OF EXPECTATIONS OF CUSTOMER SERVICE This policy adopted: January 22, 2008	

Administrative Rule, Regulation and Procedure: NA

Legal References:

Limitations

Policy Title	Policy Level	Date Approved/Revised
Violations of the Administrators' Code of Conduct	L-070	1/22/08

Administrators shall not engage in behaviors that compromise the integrity of School District 622 - North St. Paul-Maplewood-Oakdale, are illegal, or violate the Code of Ethics for School Administrators.

***Rationale:** The Superintendent is the model of behavior and action that guides the organization. His or her actions should be held to the highest standards.*

Adoption and Revision History	Incorporated Policies
L-070 VIOLATIONS OF THE ADMINISTRATORS' CODE OF CONDUCT This policy adopted: January 22, 2008	

Administrative Rule, Regulation and Procedure: NA

Legal Reference: 3512.5200 Code of Ethics for School Administrators

Governance

Policy Title	Policy Level	Date Approved/Revised
Board Authority and Self Governance	G-010	11/20/07 Revised:

The Board of Education of Independent School District 622 – North St. Paul-Maplewood-Oakdale shall provide governance for the public education system to its citizenry within the framework of applicable Minnesota and federal law; provide for the highest educational level of its students, leadership, ~~informed oversight~~; public engagement; and ethical stewardship to assure appropriate organizational performance.

The Board of Education of Independent School District 622 – North St. Paul-Maplewood-Oakdale shall abide by all District policies, State of Minnesota and Federal laws, the MSBA Code of Ethics, the principles of policy governance. The Board shall self-govern the actions, communications and public comments of individual Board Members. When necessary, the Board shall implement the following self-governing procedures:

1. Private conversation between Board Chair and individual Board Member
2. Board conversation with individual Board Member during study session
3. Board motion and censure of individual Board Member during Board meeting

Rationale: *The Board of Education of School District 622 – North St. Paul-Maplewood-Oakdale is committed to the highest quality performance in its stewardship of the public schools for its community.*

Adoption and Revision History	Incorporated Policies
Policy G-010 BOARD AUTHORITY AND SELF GOVERNANCE This policy adopted November 20, 2007; Revised:	None

Legal References: None

Governance

Policy Title	Policy Level	Date Approved/Revised
Open Meetings And Closed Meetings	G - 033	Adopted: 12/14/10 Revised: 9/25/12 Revised: 7/23/13 Revised: 5/26/15 Revised:

Purpose

The purpose of this policy is to provide guidelines to assure the rights of the public to be present at School Board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

General Statement of Policy

Except as otherwise expressly provided by statute, all meetings of the School Board, including executive sessions, shall be open to the public.

Meetings shall be closed only when expressly authorized by law.

Definition

"Meeting" means a gathering of at least a quorum or more members of the School Board, or quorum of a committee or subcommittee of School Board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the School Board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting law, social media does not include e-mail.

Procedures

Meeting Notices

1. Regular Meetings

A schedule of the regular meetings of the School Board shall be kept on file at its primary offices. If the School Board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.
2. Special Meetings
 - a. For a special meeting, the School Board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin Board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The School Board's actions at the special meeting are limited to those topics included in the notice.
 - b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
 - c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the School Board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the School Board is required to send notice to that person only concerning those particular subjects.
 - e. The School Board will establish an expiration date on requests for notice of special meetings and require re-filing once each year. Not more than 60 days before the expiration date of request for notice, the School Board shall send notice of the re-filing requirement to each person who filed during the preceding year.
3. Emergency Meetings
 - a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the School Board, require immediate consideration.
 - b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
 - c. The School Board shall make good-faith efforts to provide notice of the emergency meeting to news medium that have filed a written request for notice if the request includes the news medium's telephone number.
 - d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the School Board.
 - e. Notice shall be provided to news medium which have filed a written request for notice as soon as reasonably practicable after notice has been given to the School Board members.
 - f. Notice shall include the subject of the meeting.
 - g. Posted or published notice of an emergency meeting shall not be required.
 - h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.
4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.
5. Study Sessions

Study sessions enable Board members to discuss important issues more informally and deeply prior to consideration for a vote at a regular meeting. The date, starting time and agenda for the study session will be announced publicly and posted as required for all open meetings. The format for study sessions will vary by meeting. There is no public comment at the Board study sessions.
6. Public Engagement Meetings

As needed the Board will meet with invited stakeholders to present and to initiate dialogue for the purpose of receiving input on a particular issue. Additionally, to understand the views of the public in relation to Board policies and actions, the Board will identify groups, individuals and topics for a structured discussion on a pre-identified topic(s). Most often, two or three Board Members will attend Public Engagement meetings. Should a quorum (four Board Members) attend, the Public Engagement meeting will be subject to the Open Meeting Law.
7. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.
8. Actual Notice

If a person receives actual notice of a meeting of the School Board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

9. Health Pandemic or Declared Emergency
In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.
10. Public Hearings
The Board recognizes the importance of obtaining public input on matters properly before the School Board. Public Hearings are required by law to be held concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Other public hearings may be held by the School Board on school district matters at the discretion of the School Board.
- 11. Meetings Conducted by Interactive Technology
A meeting may be conducted by interactive technology, Skype, or other similar electronic means in compliance with Minn. Stat. § 13D.02.**

Votes

The votes of School Board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

Written Materials

In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items prepared or distributed by the School Board or its employees and distributed to or available to all School Board members shall be available in the meeting room for inspection by the public while the School Board considers their subject matter.

This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

Data

Meetings may not be closed merely because the data to be discussed are not public data.

Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the School Board's authority and is reasonably necessary to conduct the business or agenda item before the School Board.

Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

Closed Meetings

1. Labor Negotiations Strategy
 - a. The School Board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
 - b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of School Board members and all other persons present at the closed meeting shall be

made available to the public after the closed meeting. An audio recording of the proceedings shall be made, and the recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the School Board for the current budget period.

2. **Sessions Closed by Bureau of Mediation Services**
All negotiations, mediation sessions, and hearings between the School Board and its employees or their respective representatives are public meetings. If these meetings involve the Bureau of Mediation Services, they may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods are prohibited in mediation meetings closed by the BMS.
3. **Preliminary Consideration of Charges**
The School Board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the School Board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.
4. **Performance Evaluations**
The School Board may close a meeting to evaluate the performance of an individual who is subject to its authority. The School Board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the School Board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.
5. **Attorney-Client Meeting**
A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the School Board needs advice above the level of general legal advice (i.e., regarding specific acts and their legal consequences). A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.
6. **Dismissal Hearing**
 - a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
 - b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.
 - c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school

district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches: Opportunity to Respond
 - a. If the School Board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision.
 - b. If the coach requests the reasons for the nonrenewal, the School Board must give the coach the reasons in writing within 10 days of receiving the request.
 - c. On the request of the coach, the School Board must provide the coach with a reasonable opportunity to respond to the reasons at a School Board meeting.
 - d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
 - e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Non-Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

 - a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
 - b. active investigative data collected or created by a law enforcement agency; or
 - c. educational data, health data, medical data, welfare data, or mental health data that are not public data; or
 - d. an individual's personal medical records; or
 - e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property
 - a. The School Board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
 - b. Before closing the meeting, the School Board must identify on the record the particular real or personal property that is the subject of the closed meeting.
 - c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight (8) years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the School Board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of School Board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
 - d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the School Board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters
 - a. The School Board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss

security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting the School Board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four (4) years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

Procedures for Closing a Meeting

The School Board shall provide notice of a closed meeting just as for an open meeting. A School Board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the School Board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Rationale: *The School Board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The School Board shall conduct its business under a presumption of openness. At the same time, the School Board recognizes and respects the privacy rights of individuals as provided by law. The School Board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the School Board.*

Adoption and Revision History	Incorporated Policies
Policy 205 Open Meetings and Closed Meetings	<i>Replaces Policy: BDA (Regular Board Meetings) adopted July 9, 1981; 105 (Board Meetings) adopted March 26, 1992; 105 - Appendix A, II.A.(Meetings of the School Board: Time and Place) adopted March 26, 1992; 105 - Appendix A, II.B.(Meetings of the School Board: Cancellation or Change of Time or Place of Board Meetings), adopted March 26, 1992; 105 - Appendix A, II.C.(Meetings of the School Board: Advance Delivery of Meeting Materials) adopted March 26, 1992; 105 - Appendix A,II. G.1.(Meetings of the School Board: Special Meetings - Notification to Members), adopted March 26, 1992; 105 - Appendix A, II.G.2.(Meetings of the School Board: Special Meetings - Transaction of Business) adopted March 26, 1992. This Policy Adopted: December 10, 1996; Rescinded: August 5, 2008</i>
G-025 OPEN MEETINGS AND CLOSED MEETINGS	This Policy Adopted: January 22, 2008 Revised: November 18, 2008 Rescinded: December 14, 2010
G-030 BOARD MEETINGS	This Policy Adopted: November 20, 2007 Rescinded: December 14, 2010
G-033 OPEN MEETINGS & CLOSED MEETINGS (This Policy Adopted: Dec. 14, 2010; Revised: September 25, 2012; Revised: July 23, 2013;	MSBA 205

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Minn. Rules Part 5510.2810 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References:

MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Governance

Policy Title	Policy Level	Date Approved/Revised
Public Participation in School Board Meetings/Complaints/Data Privacy Considerations	G-035	12/14/10 Revised: 11/22/11 Revised: 9/25/12 Revised: 5/26/15 Revised: 6/28/16 Revised:

1) General Statement of Policy

- a) The policy of the school board is to encourage participation by **citizens persons** of subjects on the meeting agenda at school board meetings. The school board may adopt reasonable time, place and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- b) The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

2) Definitions

- a) "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- b) Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of

time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- c) Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- d) "Educational data" means data maintained by the school district which relates to a student.
- e) "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- f) Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

3) Rights to Privacy

- a) School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);

4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- b) School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

4. The Public's Opportunity to be Heard

The school board will strive to give all ~~citizens of the school district~~ **persons** an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

5. Procedures

a) Agenda Items

1. ~~Citizens~~ **Persons** who wish to address the school board on a particular subject should identify the agenda item(s) to which their comments pertain.
- ~~2.~~**2.1.** The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
- ~~3.~~**3.2.** The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
- ~~4.~~**4.3.** Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
- ~~5.~~**5.4.** The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.

6-5. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

7-6. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

b) Complaints

1. Routine complaints about an employee should first be directed to that employee or to the employee's immediate supervisor.

2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in any school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.

3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.

4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

c) Public Comment

The school board shall normally provide a specified period of time when ~~citizens~~ **persons** may address the school board on a meeting agenda item. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

d) No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

6) Penalties for Violation of Data Privacy

a) The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)

- b) A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- c) In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Rationale: *The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.*

Adoption and Revision History	Incorporated Policies
206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS This policy adopted: March 11, 1997, Revised: December 16, 2003 Rescinded: December 14, 2010	MSBA 206
103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS This policy adopted: November 26, 1996; Rescinded: November 22, 2011	
Policy G-035 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS/DATA PRIVACY CONSIDERATIONS This policy adopted: Dec. 14, 2010 Revised: November 22, 2011 Revised: September 25, 2012 Revised: May 26, 2015 Revised: June 28, 2016 Revised:	

Legal References:

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 13.43 (Personnel Data)
- Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
- Minn. Stat. § 13D.05 (Open Meeting Law)
- Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
- Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
- Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
- Minn. Stat. § 122A.44 (Contracting with Teachers)
- Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
- Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
- Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
- Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
- Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References:

MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

MSBA/MASA Model Policy 207 (Public Hearings)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

Superintendent-Board Relations

Policy Title	Policy Level	Date Approved/Revised
Superintendent-Board Relationship School District Administration	SBR-000	11/20/07

The Board of Education and the Superintendent of Independent School District 622 – North St. Paul-Maplewood-Oakdale shall engage in a dynamic relationship, that is governed by applicable law and guided by the highest codes of conduct, that results in the achievement of common goals, implementation of Board adopted policies, and advancement of the Mission and Vision of Independent School District 622.

1) General Statement of Policy

- A. **Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services.**
- B. **The school board expects all activities related to the operation of the school district to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board-district.**
- C. **The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration and outside vendors accountable for sound management of the schools.**
- D. **Although the The school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.**
- E. **The school board and school administration-superintendent shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.**

Rationale: *The Board of Education of Independent School District 622 – North St. Paul-Maplewood-Oakdale believes that the creation of policy and a strategic framework that advances its mission to provide the highest quality education to students and service to the community; and hiring, supporting and evaluating the superintendent are the most important functions of the Board. The purpose of school administrative positions is to create, foster and manage an environment in which students learn most effectively. **The purpose of this policy is to clarify the role of the school district administration superintendent and its relationship with the school board.***

Adoption and Revision History	Incorporated Policies
Policy 301 SCHOOL DISTRICT ADMINISTRATION	Replaces Policy CCB (Line and Staff Relations) adopted February 6, 1975; CCBA (Staff Advisory Functions) adopted June 28, 1979; CE (Administrative Councils, Cabinets, Committees) adopted June 28, 1979; 230 (Organizational Structure) adopted May 28, 1992. This Policy Adopted: March 11, 1997; Rescinded: August 5, 2008
SBR-000 SUPERINTENDENT-BOARD RELATIONSHIP This policy adopted: November 20, 2007; Revised:	MSBA 301

Legal References: Minn. Stat. § 123B.02
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: **MSBA Service Manual, Chapter 3, Superintendent of Schools**

Ends

Policy Title	Policy Level	Date Approved/Revised
Gifts to and Solicitation by Employees and School Board Members	E-008	5/26/15 Revised: 2/28/17 Revised:

1) General Statement of Policy

- a) The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- b) A violation of this policy occurs when any employee solicits, accepts, or receives either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- c) A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. **Per state statute, E**employees may accept items of insignificant value of a promotional or public relations nature **or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment.**
- d) Teachers may accept from publishers' free samples of textbooks and related teaching materials.
- e) This policy applies only to gifts given to employees where the donor's relationship with the employee arises out of the employee's employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee's employment with the school district.
- f) An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.
- g) Notwithstanding Paragraphs 1) a) or 1) b) above, employees may solicit funds for the benefit of the school district through online donation websites (crowdfunding) if pre-approved by the employee's immediate supervisor, the Director of Business Services, and the Superintendent. In the case of technology requests, approval by the technology department must also be obtained. The receipt of any such donations must be approved by the school board. Any such donations become the property of the school district, not the employee, and must conform to policies and standards of the district (see Website Solicitation Procedures E-008P).

2) Definitions

- a) "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or

greater value being received in return. "Gift" shall not include donations received through online donations described in Paragraph 1) g) above.

- b) "Interested person" means a person or a representative of a person or association that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.

3) Process and Procedures

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

Employees seeking online website donations must complete the Intent to Apply for Crowdfunding Support Form, obtain the required approvals, and comply with the Website Solicitation Procedures E-008P as located on the ISD 622 website: www.isd622.org under Business Services.

4) Violations

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Rationale: *The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.*

Adoption and Revision History	Incorporated Policies
420 GIFTS TO EMPLOYEES	Replaces Policy: (none identified) This Policy Adopted: September 9, 1997; Rescinded: August 5, 2008
707 ACCEPTANCE OF GIFTS TO SCHOOL DISTRICT	Replaces Policy: KH (Public Gifts to Schools) adopted June 28, 1979. This Policy Adopted: February 24, 1998; Rescinded: August 5, 2008
L-041 GIFTS TO AND SOLICITATION BY STAFF MEMBERS This policy adopted: April 22, 2008; Rescinded: May 26, 2015	
E-008 GIFTS TO AND SOLICITATION BY EMPLOYEES AND SCHOOL BOARD MEMBERS This policy adopted: May 26, 2015; Revised: February 28, 2017; Revised:	MSBA 421

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. §10A.07 (Conflicts of Interest)
Minn. Stat. §10a.071 (Prohibition of Gifts)

Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References:

MSBA/MASA Model Policy 209 (Code of Ethics)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)

ENDS

Policy Title	Policy Level	Date Approved/Revised
Immunization Requirements	E-018	6/24/08 Revised: 11/22/11 Revised: 9/25/12 Revised: 6/28/16 Revised:

1) General Statement of Policy

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment. Home school students participating in sports, activities, or shared time services must also satisfy the immunization requirements outlined in this policy.

2) Student Immunization Requirements

A) No student may be enrolled or remained enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:

1. a statement, from a physician, **advanced practice registered nurse, physician assistant**, or a public clinic which provides immunizations (**hereinafter "medical statement"**), **stating affirming** that the student received the immunizations required by law, consistent with medically acceptable standards; or
2. a **medical** statement, ~~from a physician or a public clinic which provides immunizations, stating affirming~~ that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month, day and year each immunization was administered, consistent with medically acceptable standards.

B) The statement of a parent or guardian of a student or an emancipated student may be substituted for the **medical** statement ~~of a physician or public clinic which administers immunizations~~. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

C) The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section II.A. or II.B., above, or statement of immunization set forth in

Section III., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.

D) When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remained enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

E) The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section II.A. or II.B., above, or Section III., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.

F) If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

3) Exemptions from Immunization Requirements

Students will be exempt from the foregoing immunization requirements under the following circumstances:

A) The parent or guardian of a minor student or an emancipated student submits a **physician's** signed **medical** statement **stating affirming** that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or

B) The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

4) Notice of Immunization Requirements

A) The school district will develop and implement a procedure to:

1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
3. review student health records to determine whether the required information has been provided; and
4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

B) The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

5) Immunization Records

A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority (18), so until the age of 23.

B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student without the consent of the student's parent or guardian. Under all other circumstances, immunization data is private student data and disclosure of such data shall be governed by the district's policy on Protection and Privacy of Pupil records.

C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.

D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

6) Other

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

Rationale: District 622 - North St. Paul-Maplewood-Oakdale school recognizes that the purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

Adoption and Revision History	Incorporated Policies
Policy 530 IMMUNIZATION REQUIREMENTS This Policy Adopted: April 27, 2004; Rescinded: August 5, 2008	MSBA/MASA Model Policy 530 (Immunization Requirements)
Policy E-018 IMMUNIZATION REQUIREMENTS This Policy Adopted: June 24, 2008 Revised: November 22, 2011; Revised: September 25, 2012; Revised: June 28, 2016; Revised:	

Administrative Rule, Regulation and Procedure: [Administrative Rule, Regulation and Procedure E-018](#) Immunization Requirements

Legal References: Minn. Statute §13.32 (Educational Data)
Minn. Statute §121A.15 (Health Standards; Immunizations; School Children)
Minn. Statute §121A.17 (School Board Responsibilities)
Minn. Statute §123.70, Subd. 7
Minn. Statute §144.29 (Health Records; Children of School Age)
Minn. Statute §144.3351 (Immunization Data)
Minn. Statute §144.441 (Tuberculosis Screening in Schools)
Minn. Statute §144.442 (Testing in Schools)
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
Op. Atty. Gen. 169-W (Jan. 17, 1968)
Op. Atty. Gen. 169-W (July 23, 1980)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

ENDS

Policy Title	Policy Level	Date Approved/Revised
Transportation of Public School Students	E-026	6/22/10 Revised: 11/22/11 Revised: 9/25/12 Revised: 7/23/13 Revised: 5/27/14 Revised: 6/28/16 Revised: 2/28/17 Revised:

1) General Statement of Policy

- a) The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare and safety.
- b) The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

2) Definitions

- a) “Child with a disability” includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special instruction and services, as determined by the standards of the Department of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district’s discretion from age three to seven, who needs special instruction and services, as determined by the standards of the Department of Education, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. (M.S. 125A.02)
- b) “Home” is the legal residence of the child. In the discretion of the school district, “home” also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student’s parent or guardian as the home of a student for part or all of the day, if requested by the student’s parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (M.S. 123B.92, Subd. 1(b)(1); M.S. 127A.47, Subd. 2)
- c) “Homeless student” means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care

placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (42 U.S.C. § 11434a)

- d) "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of M.S. 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*). (M.S.123B.41, Subd. 9)
- e) "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances, when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (M.S. 123B.88, Subd. 6; M.S. 125A.51; M.S. 127A.47, Subd. 3)
- f) "Pupil support services" are health, counseling and guidance services provided by the public school in the same district where the nonpublic school is located. (M.S. 123B.41, Subd. 4)
- g) "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 U.S.C. § 11432(g)(3)(G))
- h) "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of M.S. 120A.22 by attendance at a nonpublic school. (M.S. 126C.01, Subd. 8)
- i) "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (M.S. 123B.41, Subd. 11)

3. Eligibility

- a) Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. (M.S. 123B.88, Subd. 1)
- b) The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.
- c) In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in

the school district's expenditures for transportation. (M.S. 123B.88, Subd. 10, 11, 12, and 13)

- d) For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

4. Transportation of Nonresident Students

- a) If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. (M.S.124D.04, Subd. 7; M.S. 123B.92, Subd. 3)
- b) If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. (M.S. 123B.88, Subd. 6)
- c) When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (M.S. 127A.47, Subd. 3(b))
- d) The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (M.S. 123B.92, Subd. 3(b))

5. Transportation of Resident Students to Non-District Schools

- a) In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (M.S. 124D.03, Subd. 8)
- b) Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (M.S. 123B.88, Subds. 1 and 4)
- c) In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation

services at its discretion. (M.S. 124D.041)

6. Special Education Students/ With a Disability/Students With Temporary Disabilities

- a) Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minn. Stat. § 123B.92, Subd 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten, for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs. (M.S. 123B.88, Subd. 1)
- b) Resident students with a disability whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. (M.S. 123B.88, Subd. 19; Minn. Rules Part 7470.1600)
- c) Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (M.S. 125A.65)
- d) If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (M.S. 125A.12)
- e) When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. Transportation shall only be provided by the school district during regular operating hours. (M.S. 125A.15(b); M.S.125A.51(d))
- f) When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (M.S. 125A.15(c) and (d); M.S. 125A.51(e))
- g) Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part

7470.1700)

- h) Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in M.S. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

7. Homeless Students

- a) Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- b) Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location ~~if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked.~~ **on the same basis as transportation services are provided to other students in the school district.** (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location ~~if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked~~ **on the same basis as transportation services are provided to other students in the school district**, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (M.S. 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))
 - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. (M.S. 125A.51(f))
 - 4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3).

8. Availability of Services

- a) Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (M.S. 123B.88, Subd. 21)

9. Manner of Transportation

- a) The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (M.S. 123B.88, Subd. 1)

10. Restrictions

- a) Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (M.S. 121A.59)

11. Fees

- a) In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (M.S. 123B.36, Subd. 1(10))
- b) The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05 (M.S. 123B.36, Subds. 1(11) and 6)
- c) The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. (M.S. 123B.36, Subd. 1(13))
- d) Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (M.S. 123B.36, Subd. 3)

12. Employee Use of Personal Vehicles

- a) An employee may not use a personal vehicle to transport a student, however, an employee may make appropriate transportation arrangements when emergency situations arise. If an emergency situation arises, the relevant facts and circumstances must be reported to district administration as soon as possible.
- b) In a nonemergency situation, an employee must get written approval from district administration before transporting a student in a non-district vehicle. The district administration has sole

discretion to make a final determination as to the appropriate use of a personal vehicle to transport a student.

- c) Any personal vehicle used to transport students must be properly registered and insured.

Rationale: School District 622 – North St. Paul-Maplewood-Oakdale shall provide transportation of students consistent with requirements of law.

Adoption and Revision History	Incorporated Policies
E-026 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS (This Policy Adopted: June 22, 2010; Revised: November 22, 2011; Revised: September 25, 2012; Revised: July 23, 2013; Revised: May 27, 2014; Revised: June 28, 2016; Revised: February 28, 2017; Revised:	MSBA 707

Administrative Rule, Regulation and Procedure: NA

- Legal References:
- Minn. Stat. § 120A.22 (Compulsory Instruction)
 - Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
 - Minn. Stat. § 123B.36 (Authorized Fees)
 - Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)
 - Minn. Stat. § 124D.08 (School Board’s Approval to Enroll in Nonresident District)
 - Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
 - Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
 - Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
 - Minn. Stat. § 124D.03 (Enrollment Options Program)
 - Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
 - Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
 - Minn. Stat. Ch. 125A (Children with a Disability)
 - Minn. Stat. § 125A.02 (Children with a Disability, Defined)
 - Minn. Stat. § 125A.12 (Attendance in Another District)
 - Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
 - Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
 - Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
 - Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
 - Minn. Stat. § 126C.01 (General Education Revenue - Definitions)
 - Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
 - Minn. Stat § 190.05 (Definitions)
 - Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 - Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
 - 20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)
 - 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
 - 42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
 - 42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
 - 42 U.S.C. § 12132, *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)
MSBA Service Manual, Chapter 2, Transportation

ENDS

Policy Title	Policy Level	Date Approved/Revised
Transportation of Nonpublic School Students	E-027	6/22/10 Revised: 11/22/11 Revised: 6/28/16 Revised:

1) General Statement of Policy

- a) The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

2) Eligibility

- a) The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in M.S. 123B.88 and §123B.92 when applicable. (M.S. 123B.86, Subd. 1)
- b) Upon the request of a parent or guardian, the school district shall provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (M.S. 123B.86, Subd. 2(a))
- c) The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (M.S. 123B.86, Subd. 2(b))
- d) The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services, if the school district elects to provide pupil support services at a site other than a nonpublic school. (M.S. 123B.44, Subd. 1)
- e) When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students and any other matter relating thereto shall be within the sole discretion, control and management of the school district. (M.S. 123B.86, Subd. 3 M.S. 123B.91, Subd. 1a)
- f) Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

3. Special Education/Disabled Students With Disabilities

- a) If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (M.S. 125A.18)
- b) ~~Disabled students whose handicapped conditions~~ **When the disabling conditions of a student with a disability** are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport ~~disabled students on the basis of the handicapping condition~~ **students with a disability on the basis of the disabling conditions** and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (M.S. 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)
- c) Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- d) Any parent of a ~~disabled~~ student **with a disability** who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in M.S. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

4. Application of General Policy

The provisions of the school district's policy on transportation of public school students shall apply to the transportation of nonpublic school students except as specifically provided herein.

***Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.*

Adoption and Revision History	Incorporated Policies
E-027 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS This Policy Adopted: June 22, 2010 Revised: November 22, 2011; Revised:	MSBA 708

Administrative Rule, Regulation and Procedure: NA

Legal References:

- Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
- Minn. Stat. § 123B.84 (Policy)
- Minn. Stat. § 123B.86 (Equal Treatment)
- Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
- Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)
- Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
- Minn. Stat. Ch. 125A (Children With a Disability)
- Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
- Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
- Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
- Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
- Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct.App. 1988)
- Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8th Cir. 1992)
- Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
- Minn. Op. Atty. Gen. 166a-7 (Sept. 4, 1981)
- Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
- Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
- Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
- Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References:

- MSBA/MASA Model Policy 707 (Transportation of Public School Students)
- MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
- MSBA Service Manual, Chapter 2, Transportation

ENDS

Policy Title	Policy Level	Date Approved/Revised
Development and Management of Human Resources Discipline, Suspension, and Dismissal of School District Employees	E-040	4/22/08 Revised:

~~Independent School District 622 – North St. Paul-Maplewood-Oakdale shall provide that a dynamic and efficient staff, dedicated to excellence in public education and aligned with District goals/outcomes, is recruited, managed, developed, compensated and retained within the applicable legal, contractual and financial limits and obligations. The District shall use a long range and strategic approach to managing its human resources to assure educational excellence.~~

~~The District shall establish and effectively implement procedures and practices for:~~

- ~~1) Recruitment And Hiring~~
- ~~2) Performance Evaluation And Accountability including Discipline, Suspension, And Dismissal Of School District Employees~~
- ~~3) Professional Development~~
- ~~4) Compensation Systems~~
- ~~5) Professional Culture~~
- ~~6) Professional Publishing~~
- ~~7) Staff Assignment~~

1) General Statement of Policy

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

2) Discipline

A. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

- 1. policies of the school district;**
- 2. directives and/or job requirements imposed by administration and/or the employee’s supervisor; and**

3. federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;
2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

14. engagement in any other employment or activities that would adversely affect job performance or the ability to fulfill all job responsibilities; would reduce the employee's efficiency; interfere with the employee's effectiveness in performing regularly assigned duties; would adversely affect employment status or professional standing; or would conflict with assigned duties.

3) Forms of Discipline

- A. The forms of discipline that may be imposed by the school district include, but are not limited to:
 1. oral warning;
 2. written warning or reprimand;
 3. probation;
 4. disciplinary suspension, demotion or leave of absence with pay;
 5. disciplinary suspension, demotion or leave of absence without pay; and
 6. dismissal/termination or discharge from employment.
- B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

4) Procedures for Administering Policy

- A. In an instance where any form of discipline is imposed, the employee's supervisor will:
 1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time and nature of the oral warning.
 2. Provide directives to the employee to correct the conduct or performance.
 3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
 4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
 5. Specify the expected level of performance or modification of conduct to be required from the employee.

~~B. The school district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements where applicable.~~

Rationale: It is through the staff of Independent School District 622 – North St. Paul-Maplewood-Oakdale that all learners shall achieve their potential.

The purpose of this policy is to achieve the effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

Adoption and Revision History	Incorporated Policies
Policy 403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES	Replaces Policy: GCPD (Suspension and Dismissal of Staff Members) adopted June 28, 1979; GDP (Support Staff Termination) adopted June 28, 1979. This Policy Adopted: May 13, 1997; Rescinded: August 5, 2008
POLICY 408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE	Replaces Policy: (none identified) This Policy Adopted: June 10, 1997; Rescinded: August 5, 2008
E-040 DEVELOPMENT AND MANAGEMENT OF HUMAN RESOURCES This policy adopted: April 22, 2008	
E-040 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES This policy revised:	MSBA 403

Legal References: Minn. Stat. § 122A.40 (Teachers – Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 122A.58 (Coaches)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

Cross References: MSBA Service Manual, Chapter 3, Employees

Ends

Policy Title	Policy Level	Date Approved/Revised
Employment Background Checks	E-041	6/23/09 Revised: 11/22/11 Revised:

1) General Statement of Policy

- a) The school district shall require that applicants for school district positions who receive an offer of employment and all individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- b) The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- c) Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

2) Procedures

- a) Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension. The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. § 13.87. The school district reserves the right to have criminal history background checks conducted by other organizations or agencies as may be appropriate.
- b) In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide payment of the BCA fee and a district processing fee as provided in statute. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee payments at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

- c) The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the ~~state board of teaching~~ **Minnesota Professional Educator Licensing and Standards Board** or the commissioner of education within the 12 months preceding an offer of employment or permission to provide services.
- d) For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state, or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- e) When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unstable, the individual will be required to submit another set of prints.
- f) Copies of this policy shall be available in the school district's Human Resources Department and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- g) The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- h) If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- i) The school district may apply these procedures to other volunteers, independent contractors, or student employees as though they were applicants for employment or providing athletic coaching services or other extracurricular academic coaching services.
- j) At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

Rationale: *The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.*

Adoption and Revision History	Incorporated Policies
Policy 404 EMPLOYMENT BACKGROUND CHECKS This Policy Adopted: May 13, 1997, Rescinded: June 23, 2009	MSBA 404
Policy E-041 EMPLOYMENT BACKGROUND CHECKS This Policy Adopted: June 23, 2009 Revised: November 22, 2011; Revised:	

Legal References: Minn. Stat. § 13.04, Subd. 4 (Inaccurate or Incomplete Data)
 Minn. Stat. § 13.87, Subd. 1 (Criminal History Data)
 Minn. Stat. § 123B.03 (Background Check)
 Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child Protection Background Check Act)
 Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References:

ENDS

Policy Title	Policy Level	Date Approved/Revised
Acceptable Use Of Wireless Devices for Employees	E-042	2/16/10 Revised:

1) General Statement of Policy

The purpose of this policy is to recognize the need for cellular phone units in order to conduct school district business. This policy outlines the responsibilities associated with the purchase, use, and payment of this equipment owned by the school district as well as the conditions under which a cell phone or other handheld wireless communication device may be provided to an employee.

2) Eligibility and Approvals

- a. A District cell phone may be an appropriate tool to conduct District business when it is demonstrated that the employee meets one or more of the following eligibility standards:
 - i. Employee's communications needs cannot be met with other available alternatives such as a paging device, a radio, or standard telephone equipment.
 - ii. Employee is frequently mobile but requires immediate availability in order to respond to emergencies.
 - iii. Employee requires immediate availability in order to facilitate the restoration of important services: police/security, IT support, buildings and grounds maintenance, health and counseling services, etc.
 - iv. Employee is a vital decision-maker for the school district requiring accessibility 24 x 7 x 365.
- b. Principals and ~~Department heads~~ **Directors** will be the approving authority for assigning cell phones to employees under their budget responsibilities if the employee meets one or more of the eligibility standards. The approving authority will also ensure that employees assigned district cell phones comply with this policy and follow appropriate procedures including the responsibility for reviewing and approving monthly cell phone bills.

3) User Responsibilities

- a. District employees are discouraged from using a cell phone while operating a motor vehicle in the conduct of District business, except for the purpose of obtaining or rendering emergency assistance.
- b. Any individual who receives a District cellular phone/device is responsible for safekeeping and care of the phone/device and must immediately report any theft, loss or vandalism. Such individual will be held financially responsible for replacement and/or repair costs if the phone/device is damaged due to negligence.
- c. It is expected that there will be occasions when a District cell phone is used for personal calls (any incoming/outgoing calls that are not District business).
- d. Use of a District cell phone is a privilege that may be revoked at any time for inappropriate conduct. Such inappropriate conduct shall include, but not limited to, using the District cell phone to harass,

- annoy, operate a business, use a service that requires a fee (such as 900 numbers) or for any illegal activities such as gambling or betting.
- e. In order to control unnecessary costs, the District discourages the use of cell phones when regular desktop telephones are immediately available.
 - f. Employees should exercise discretion as to who has access to their District cell phone number to keep incoming calls and associated costs to a minimum.
 - g. Cell phone transmissions are not secure so employees should use discretion in relaying confidential information using cell phones.
 - h. The district will not reimburse personal (non-district owned) cell phone bills for District-related business calls.
 - i. Only cell phones, services and plans identified by the Technology Department will be permitted for District issue to employees. Any cell phone service (i.e. text messaging, data plan, etc.) not authorized upon setup of the District cell phone is not permitted for use and the employee will be responsible for any costs associated with unauthorized use of the cell phone.
 - j. Employees issued a District cell phone shall not "loan" or otherwise make available their cell phone to non-District personnel.
 - k. A District provided cell phone must be surrendered upon separation from employment or upon re-assignment to another position within the school district. At this point, not further use of the cell phone is authorized.
 - l. Improper use of the cell phone may be considered misappropriation of District funds which may result in disciplinary action, up to and including termination.

4) Cell Phone Procurement and Support

- a. The Technology Department is the designated authority for the negotiation and selection of the cell phone provider, service plans, cell phone handsets, and all associated accessories.
- b. All requests for new District cell phone services are to be ordered through the Technology Department. Employees are not to contact cell phone vendors directly for new services, service upgrades, repairs, replacement or termination of existing service.
- c. In cases where there is uncertainty about the employee's eligibility, the ~~Director of Technology~~ **Communications & Technology Innovation Superintendent and/or designee** will have the final authority to approve or deny the request.
- d. The Technology Department reserves the right to manage all cell phones.
- e. Any Smart phone that has been configured to synchronize with District 622's network may be subject to the following:
 - i. User code to access phone
 - ii. Performing a remote wipe of a telephone to remove sensitive information should the cell phone get stolen or misplaced
 - iii. Occasional software upgrades or patches
 - iv. Certain District specific software packages

5) Copies of Policy

Copies of this policy may be obtained by parents and eligible students at the office of the Superintendent or online at www.isd622.org.

Rationale: School District 622 recognizes that today's society is different from previous generations. Cell phones play an important part in employee and student safety and communications.

Adoption and Revision History	Incorporated Policies
E-042 ACCEPTABLE USE OF WIRELESS DEVICES FOR EMPLOYEES This policy adopted: February 16, 2010; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References:

ENDS

Policy Title	Policy Level	Date Approved/Revised
Criminal or Civil Action Against School District, School Board Member, Employee, or Student	E-046	11/22/11 Revised:

1) General Statement of Policy

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

2) Civil Actions

- A. Pursuant to Minn. Stat. § 466.07, Subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that he or she was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minn. Stat. §123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district shall provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, he or she is to inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member

or employee may release data without consultation in advance with the school district official who is designated as the authority responsible for the collection, use, and dissemination of data.

D. Service of Subpoenas

~~It is the~~ **The** policy of the school district **is** that its officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

3) Criminal Charges or Conduct

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minn. Stat. § 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision as to whether to reimburse shall be made in the discretion of the school board. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. In order to further that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. ~~It is the~~ **The** policy of the school district **is** to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school

hours and off school premises unless there are extenuating circumstances or the matter being investigated is school-related, or as otherwise provided by law.

2. If such questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minn. Stat. § 626.556, Subd. 10), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g (FERPA).

4) Statements When Litigation is Pending

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Rationale: *The purpose of this policy is to provide guidance as to the school district’s position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.*

Adoption and Revision History	Incorporated Policies
Policy 211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT This Policy Adopted: February 11, 1997; Rescinded: August 5, 2008	MSBA 211
Policy L-010 VIOLATION OF LAW AND LEGALLY BINDING CONTRACT AGREEMENTS This Policy Adopted: January 22, 2008, Rescinded: November 22, 2011	
Policy E-046 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT This Policy Adopted: November 22, 2011; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)
Minn. Stat. § 123B.25(b) (Actions Against Teachers)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Depriving Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308, 95 S.Ct. 992, 43 L.Ed.2d 214 (1975)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

ENDS

Policy Title	Policy Level	Date Approved/Revised
Intellectual Property Rights	E-060.1	4/22/08 Revised:

~~Independent School District 622 — North St. Paul Maplewood Oakdale reserves the proprietary rights to intellectual property including certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing and creating, while employed by the school district, unless the employee develops, creates, or assists in developing or creating a publication, instructional material, computer program, invention, or creation entirely on the employee's own time and without the use of any school district facilities or equipment.~~

1) General Statement of Policy

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee's own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment and for ten years thereafter. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

2) Notice of Policy

The school district shall give employees notice of this policy by such means as are reasonably likely to inform them of this policy.

Rationale: ~~Materials and work that is paid for by the public as part of one's compensated work belongs to the entity that provided the compensation unless otherwise stipulated.~~ **The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing and creating, while employed by the school district.**

Adoption and Revision History	Incorporated Policies
Policy 409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS AND CREATIONS	Replaces Policy: None identified This policy adopted: June 10, 1997; Rescinded: August 5, 2008
Policy E-060.1 INTELLECTUAL PROPERTY RIGHTS This Policy Adopted: April 22, 2008; Revised:	MSBA 409

Administrative Rule, Regulation and Procedure: NA

Legal References: **Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)**
17 U.S.C. § 101 et seq. (Copyrights)

Cross References: None

ENDS

Policy Title	Policy Level	Date Approved/Revised
Enrollment of Nonresident Students	E-072	11/22/11 Revised: 3/27/12 Revised: 7/23/13 Revised: 5/27/14 Revised: 5/26/15 Revised: 6/28/16 Revised: 7/18/17 Revised:

1) General Statement of Policy

A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minn. Stat. §121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
1. previous academic achievement of a student;
 2. athletic or extracurricular ability of a student;
 3. disabling conditions of a student;
 4. a student's proficiency in the English language;
 5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
 6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.
- D. Application. The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education. ~~and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."~~
- E. Lotteries. If a school district has more applications than available seats at a specific grade level **district-wide**, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. ~~Siblings of currently enrolled students, and applications related to an approved integration and achievement plan, and children of the school district's staff must receive priority in the lottery. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:~~
1. **The student's resident district does not operate a school building;**
 2. **The municipality is located partially or fully within the boundaries of at least five school districts;**
 3. **The nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and**
 4. **No other nonresident, independent, special, or common school district operates a school building within the municipality.**

The process for the school district lottery must be established by school board policy and posted on the school district's website.

- F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. Superintendent's review. The superintendent may make further inquiries. If the superintendent or designee determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent or designee determines that the applicant should be excluded, the superintendent or designee will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minn. Stat. § 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minn. Ch. 260A, and the student's case has been referred to juvenile court and/or appropriate county authorities. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Rationale: *The school district desires to participate in the Enrollment Options Program established by Minn. Stat. § 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.*

Adoption and Revision History	Incorporated Policies
Policy E-072 ENROLLMENT OF NONRESIDENT STUDENTS This Policy Adopted: November 22, 2011; Revised: March 27, 2012; Revised: July 23, 2013; Revised: May 27, 2014; Revised: May 26, 2015; Revised: June 28, 2016; Revised: July 18, 2017; Revised:	MSBA 509

Administrative Rule, Regulation and Procedure: NA

Legal References:

- Minn. Stat. § 120A.22, Subd. 3(e) (Residency Determined)
- Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)
- Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
- Minn. Stat. § 124D.03 (Enrollment Options Program)
- Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)
- Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
- Minn. Ch. 260A (Truancy)
- Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
- Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
- Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

Cross References:

- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 517 (Student Recruiting)
- MSBA Service Manual, Chapter 5, Various Educational Programs

ENDS

Policy Title	Policy Level	Date Approved/Revised
Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees	E-083	11/22/11 Revised: 9/25/12 Revised: 5/27/14 Revised:

1) General Statement of Policy

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, nonschool-sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

2) Definitions

- A. "Distribute" or "Distribution" means circulation or dissemination of material by means of offering free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing material in internal staff or student mailboxes.
- B. "Nonschool-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects..
- C. "Obscene to minors" means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts, masturbation, excretory functions, and lewd exhibition of the genitals; and
 - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).

- E. "Material and substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

3) Guidelines

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, nonschool-sponsored material.
- B. Requests for distribution of nonschool-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of materials listed below is always prohibited. Material is prohibited that:
1. is obscene to minors;
 2. is libelous or slanderous;
 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
 4. advertises or promotes any product or service not permitted to minors by law;
 5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. Whether the material is educationally related;
 2. The extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
 3. Whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
 4. The quantity or size of materials to be distributed;
 5. Whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
 6. Whether distribution would require that nonschool persons be present on the school grounds;
 7. Whether the materials are a solicitation for goods or services not requested by the recipients.

4) Time, Place, and Manner of Distribution

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

5 Procedures

- A. Any student or employee wishing to distribute nonschool-sponsored material must first submit for approval a copy of the material to the superintendent or designee at least two weeks in advance of desired distribution time, together with a completed "Request for Dissemination" form which shall include:
 - 1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
 - 2. Date(s) and time(s) of day intended for display or distribution.
 - 3. Location where material will be displayed or distributed;
 - 4. If intended for students, the grade(s) of students to whom the display or distribution is intended.
- B. Within one school day, the superintendent or designee will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request shall be informed of the reasons for the denial or limitation.
- C. If the person or employee group is dissatisfied with the decision of the superintendent or designee, the person or employee group may submit a written request for appeal to the school board.
- D. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

6) Disciplinary Action

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the school district's EM-020.15 (Student Discipline and Notice of Suspension).
- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, police assistance will be sought.

7) Notice of Policy to Students and Employees

A copy of this policy will be published in student handbooks and posted in school buildings.

Rationale: *The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.*

Adoption and Revision History	Incorporated Policies
Policy 505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES This Policy Adopted: November 25, 1997, Revised: March 24, 1998, Rescinded: November 22, 2011	MSBA 505
Policy E-083 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES This Policy Adopted: November 22, 2011; Revised: September 25, 2012; Revised: May 27, 2014; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Bethel Sch. Dist. No. 403 v. Fraser, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied **565 U.S.1036**, 132 S.Ct. 592 (2011)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)
 MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

ENDS

Policy Title	Policy Level	Date Approved/Revised
Employee-Student Relationships	E-085	11/22/11 Revised: 5/26/15 Revised:

1) General Statement of Policy

- A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.
- B. At all times, students will be treated by teachers and other school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.
- C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.
- D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.
- E. Other actions that violate this policy include, but are not limited to, the following:
 - 1. Dating students.
 - 2. Having any interaction/activity of a sexual nature with a student.
 - 3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.
 - 4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.
 - 5. Having inappropriate personal communication with students, unrelated to academics, co-curricular, or extracurricular activities, via phone, text messaging or other social media.
- F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

- G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
- H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

2. Reporting and Investigation

- A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with Policy E-073 (Complaints – Students, Employees, Parents, Other Persons) unless other specific complaint procedures are provided within any other policy of the school district.
- B. All employees shall cooperate with any investigation of alleged acts, conduct, or communications in violation of this policy.

3. School District Action

Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. It also may include reporting to appropriate state or federal authorities, including the ~~Board of Teaching~~ **Minnesota Professional Educator Licensing and Standards Board** or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

4. Scope of Liability

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

Rationale: *The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding, and direction while maintaining a standard of professionalism and acting within accepted standards of conduct.*

Adoption and Revision History	Incorporated Policies
E-085 EMPLOYEE-STUDENT RELATIONSHIPS This Policy Adopted: November 22, 2011; Revised: May 26, 2015; Revised:	MSBA 423

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
Minn. Stat. § 122A.20, Subd 2 (Mandatory Reporting to ~~Minnesota Board of Teaching~~ **Professional Educator Licensing and Standards Board or Board of School Administrators**)
Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions)
Minn. Stat. §§ 609.341-609.352 (Defining “intimate parts” and “position of authority” as well as detailing various sex offenses)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8700.7500 (Code of Ethics for Minnesota Teachers)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 507 (Corporal Punishment)

ENDS

Policy Title	Policy Level	Date Approved/Revised
Procuring Materials and Services	E-096	Approved: 12/13/16 Revised:

1) General Statement of Policy

- A. In an effort to obtain the lowest price for quality products and services, the Procurement Department will initiate and conduct negotiations concerning the purchase of materials, equipment, supplies and services for the District.

When purchasing materials or services with a value between \$10,000 and ~~\$400,000~~ **\$175,000**, it is required to obtain two price quotations. Exceptions to the two quotation requirement may be made for purchased materials and services with a value between \$10,000 and \$25,000 with pre-authorization from the Director of Business Services.

- B. Existing law and regulation requires strict bidding process to be followed when purchasing materials or services valued at more than ~~\$100,000~~ **\$175,000**. All Purchase Orders over ~~\$100,000~~ **\$175,000** must be approved by the School Board.

2) Exemption

- A. Professional services, (e.g. financial, legal, architectural services), are exempt from the bid law and this policy.

3) Process and Procedures

- A. All District purchasing of goods and services will follow procedures and process, as outlined in School District 622 Procurement Procedure Manual and PM101-PM112 attachments located on the ISD 622 website <http://www.isd622.org> under Business Services/Procurement Department.

Rationale: *The mission of the Procurement Department is to facilitate the strategic acquisition of goods and services for ISD 622 while upholding the highest legal and ethical standards of responsible business and procurement practices with the well-being of students a basic principle in all decision making and actions.*

Adoption and Revision History	Incorporated Policies
Policy E-096 PROCURING MATERIALS AND SERVICES This Policy Adopted: December 13, 2016; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)

Cross References:

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Equal Educational Opportunity	EM-020.1	5/20/08 Revised: 6/28/16 Revised:

1) General Statement of Policy

- a) The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, ~~gender~~, **gender identity, gender expression**, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.
- b) The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- c) This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- d) Every school district employee shall be responsible for complying with this policy conscientiously.
- e) Any student, parent or guardian having a question regarding this policy should discuss it with the appropriate school district official. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Rationale: School District 622 – North St. Paul-Maplewood-Oakdale shall ensure that an equal educational opportunity is provided for all students of the school district.

Adoption and Revision History	Incorporated Policies
102 EQUAL EDUCATIONAL OPPORTUNITY (This policy adopted: November 26, 1996; rescinded: August 5, 2008)	MSBA 102
EM-020.1 EQUAL EDUCATIONAL OPPORTUNITY This policy adopted: May 20, 2008, Revised: June 28, 2016; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. Ch. [363A](#) (Minnesota Human Rights Act)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Equal Employment Opportunity	EM-020.2	5/20/08 Revised: 11/22/11 Revised: 6/28/16 Revised:

1) General Statement of Policy

- a) The policy of the school district's policy is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, **gender, gender identity, gender expression**, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.
- b) The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- c) This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- d) Every school district employee shall be responsible for following this policy.
- e) Any person having any questions regarding this policy should discuss it with the Director of Human Resources.

Rationale: School District 622 – North St. Paul-Maplewood-Oakdale shall provide equal employment opportunity for all applicants for school district employment and school district employees.

Adoption and Revision History	Incorporated Policies
401 EQUAL EMPLOYMENT OPPORTUNITY (This policy adopted: May 13, 1997; rescinded: August 5, 2008)	MSBA 401
EM-020.2 EQUAL EMPLOYMENT OPPORTUNITY (This policy adopted: May 20, 2008) Revised: November 22, 2011; Revised: June 28, 2016; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)
 29 U.S.C. § 2615 (Family and Medical Leave Act)
 38 U.S.C. § 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)
 38 U.S.C. § 4211 et seq. (Employment and Training of Veterans)
 42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)
 42 U.S.C. § 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Public & Private Personnel Data & Form: Employee Authorization for Release of Information	EM-020.4	5/20/08 Revised: 11/22/11 Revised: 7/23/13 Revised: 5/27/14 Revised: 5/26/15 Revised: 6/28/16 Revised:

1) General Statement of Policy

- a) All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- b) All other data on individuals is private or confidential.

2) Definitions

- a) "Public" means that the data is available to anyone who requests it.
- b) "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- c) "Confidential" means the data is not available to the subject.
- d) "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- e) "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- f) "Finalist" refers to an individual who has applied for a position for which the school board will interview the individual.
- g) "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. "Protected health information" excludes health information in education records covered by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.

- h) "Public officials" means business directors, human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

3) Public Personnel Data

- a) The following information on employees, including volunteers and independent contractors, is public:
1. name;
 2. employee identification number, which cannot be the employee's social security number;
 3. actual gross salary;
 4. salary range;
 5. terms and conditions of employment relationship;
 6. contract fees;
 7. actual gross pension;
 8. the value and nature of employer-paid fringe benefits;
 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 10. job title;
 11. bargaining unit;
 12. job description;
 13. education and training background;
 14. previous work experience;
 15. date of first and last employment;
 16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
 17. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
 18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of

limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;

19. work location;
 20. work telephone number;
 21. badge number;
 22. work-related continuing education;
 23. honors and awards received; and
 24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- b) The following information on applicants for employment is public:
1. veteran status;
 2. relevant test scores;
 3. rank on eligible list;
 4. job history;
 5. education and training; and
 6. work availability.
- c) Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.
- d) Applicants for appointment to a public body
1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:
 - a. name;
 - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c. education and training;
 - d. employment history;
 - e. volunteer work;
 - f. awards and honors;

- g. prior government service;
 - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
 - i. veteran status
2. Once an individual is appointed to a public body, the following additional items of data are public:
- a. residential address;
 - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
 - c. first and last dates of service on the public body;
 - d. the existence and status of any complaints or charges against an appointee; and
 - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- e) Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
 - f) Data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

4) Private Personnel Data

- a) All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- b) Data pertaining to an employee's dependents are private data on individuals.
- c) Data created, collected or maintained by the school district to administer employee assistance programs are private.

- d) Parking space leasing data are private.
- e) An individual's checking account number is private when submitted to a government entity.
- f) Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- g) The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- h) The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - 1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - 2. A pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
 - 3. A court, law enforcement agency or prosecuting authority.
- i) Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- j) A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- k) When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
 - 1. threaten the personal safety of the complainant or a witness; or
 - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.
- l) The school district shall make any report to the ~~board of teaching~~ **Minnesota Professional Educator Licensing and Standards Board** or the state board of education as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.

- m) Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- n) When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personal data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- o) The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
- p) The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
- q) Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- r) Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- s) The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- t) When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. 13.41, Subd. 5, and must provide the Board of Teaching and the licensing division at MDE with the necessary and relevant information to enable the Board of Teaching and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check

required under Minn. Stat. §123B.03, a school board or other school hiring authority must contact the Board of Teaching and MDE to determine whether the teacher’s license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

5) Multiple Classifications

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

6) Change in Classifications

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

7) Responsible Authority

The school district has designated the Director of Human Resources (651-748-7422) as the authority responsible for personnel data. If you have any questions, contact him/her.

8) Employee Authorization/Release Form

An employee authorization form is included as an addendum to this policy.

Rationale: School District 622 – North St. Paul-Maplewood-Oakdale shall provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

Adoption and Revision History	Incorporated Policies
406 PUBLIC & PRIVATE PERSONNEL DATA This Policy Adopted: June 10, 1997; Rescinded: August 5, 2008	MSBA 406
EM-020.4 PUBLIC & PRIVATE PERSONNEL DATA & FORM: EMPLOYEE AUTHORIZATION FOR RELEASE OF INFORMATION This Policy Adopted: May 20, 2008 Revised: November 22, 2011; Revised: July 23, 2013; Revised: May 27, 2014; Revised: May 26, 2015; Revised: June 28, 2106; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

Cross References:

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
<p>Harassment & Violence Policy & Religious, Racial or Sexual Harassment & Violence Report Form</p>	<p>EM-020.7</p>	<p>5/20/08 Revised: 12/14/10 Revised: 9/25/12 Revised: 1/22/13 Revised: 7/23/13 Revised: 5/26/15 Revised: 6/28/16 Revised: Reviewed Annually</p>

1) General Statement of Policy

- a) The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- b) A violation of this policy occurs when any student, teacher, administrator or other school district personnel harasses a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)
- c) A violation of this policy occurs when any student, teacher, administrator or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator or other school personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- d) The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any student, teacher, administrator or other school district personnel who is found to have violated this policy.

2) Definitions

- a) "Assault" is:

1. An act done with intent to cause fear in another of immediate bodily harm or death;
 2. The intentional infliction of or attempt to inflict bodily harm up on another; or
 3. The threat to do bodily harm to another with present ability to carry out the threat.
- b) "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. Otherwise adversely affects an individual's employment or academic opportunities.
- c) "Immediately" means as soon as possible but in no event longer than 24 hours.
- d) Protected Classifications: Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. Has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. Has a record of such an impairment; or
 - c. Is regarded as having such an impairment
 2. "Familial status" means the condition of one or more minors being domiciled with:
 - a. Their parent or parents or the minor's legal guardians; or
 - b. The designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 3. "Marital status" mean whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
 5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

6. **“Gender identity” means a person’s deeply held sense or psychological knowledge of his or her own gender. One’s gender identity can be the same as or different from the gender assigned at birth. Most people have a gender identity that matches their assigned gender at birth. For some, however, their gender identity is different from their assigned gender. All people have gender identity, not just transgender people. Gender identity is an innate, largely inflexible characteristic of each individual’s personality that is generally established at a young age although the age at which individuals come to understand and express their gender identity may vary based on each person’s social development.**
7. **“Gender expression” means the manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyles, activities, voice, or mannerisms.**
- 6.8. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
- 7.9. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- e) “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- f) Sexual Harassment; Definition
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
 2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;

- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of student(s) by teachers, administrators or other school district personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of **gender, gender identity or gender expression**.

g) Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

h) Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability.

3) Reporting Procedures

- a) Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a student, teacher, administrator or other school district personnel or

any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- b) The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- c) Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- d) In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- e) A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- f) Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- g) In the District. The school board designates the Director of Human Resources as the School District Human Rights Officer to receive reports or complaints of harassment or violence between employees or employees to students. The school board designates the Director of Student Services to serve as the School District Human Rights Officer to receive reports or complaints of harassment or violence between students. If the complaint involves a Human Rights Officer, the complaint shall be filed directly with the superintendent.

- h) The school district shall conspicuously post the names of the Human Rights Officers including mailing addresses and telephone numbers.
- i) Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- j) Use of formal reporting forms is not mandatory.
- k) Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- l) The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.
- m) Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- n) False accusations or reports of violence or harassment against another person are prohibited.
- o) A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act or reprisal of intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

4) Investigation

- a) By authority of the school district, the Human Rights Officers, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- b) The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

- c) In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- d) In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, students, teachers, administrators or other school district personnel pending completion of an investigation of harassment or violence prohibited by this policy.
- e) The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- f) The investigation will be completed as soon as practicable. The School District Human Rights Officers shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

5) School District Action

- a) Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and applicable school district policies and regulations.
- b) The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- c) In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individual education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

6) Retaliation or Reprisal

The school district will discipline or take appropriate action against any student, teacher, administrator or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately

discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

7) Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

8) Harassment or Violence As Abuse

- a) Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- b) Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

9) Dissemination of Policy and Training

- a) This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- b) This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- c) This policy shall appear in the student handbook.
- d) The school district will develop a method of discussing this policy with students and employees.
- e) The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, **and** resourcefulness, **and/or sexual abuse prevention**.
- f) This policy shall be reviewed at least annually for compliance with state and federal law.

Rationale: School District 622 – North St. Paul-Maplewood-Oakdale shall maintain a learning and working environment that is free from harassment and violence on the basis of race, color creed, religion, national origin, sex, **gender, gender identity, gender expression**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

Adoption and Revision History	Incorporated Policies
411 HARASSMENT AND VIOLENCE (This policy adopted: Sep. 9, 1997, revised: April 26, 2005, rescinded: Aug. 5, 2008)	MSBA 413
524 VIOLENCE PREVENTION (This policy adopted: March 24, 199, rescinded: Aug. 5, 2008)	MSBA 525
EM-020.7 HARASSMENT & VIOLENCE (This policy adopted: May 20, 2008) Revised: Dec. 14, 2010; Revised:	MSBA 413

September 25, 2012; Revised: January 22, 2013. Revised: July 23, 2013; Revised: May 26, 2015; Revised: June 28, 2016; Revised:	
--	--

Administrative Rule, Regulation and Procedure: NA

Legal References:

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (Student School Bullying Policy)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References:

MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Drug Free Workplace/Drug Free School & Acknowledgement of Drug Free Workplace/Drug Free School	EM-020.9	5/20/08 Revised: 7/23/13 Revised: 6/28/16 Revised:

1) General Statement of Policy

- a) Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- b) A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, controlled substances, or medical cannabis in any school location.
- c) The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

2) Definitions

- a) "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- b) "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- c) "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) any other method, excluding smoking, approved by the commissioner.
- d) "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- e) "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- f) "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- g) "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the

school district or otherwise engaged in school district business.

3) Exceptions

- a) A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- b) A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

4) Procedures

- a) Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis must comply with the school district's student medication policy.
- b) Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- c) Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- d) Employees are subject to the school district's drug and alcohol testing policies and procedures.
- e) Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- f) No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility.
- g) Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

5) Enforcement

a) Students

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.
2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

b) Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

c) The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Rationale: School District 622 – North St. Paul-Maplewood-Oakdale shall maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, and controlled substances without a physician’s prescription.

Adoption and Revision History	Incorporated Policies
418 DRUG FREE WORKPLACE/DRUG FREE SCHOOL (This policy adopted: August 26, 1997; revised: August 10, 2004; rescinded: August 5, 2008)	MSBA 418
EM-020.9 DRUG FREE WORKPLACE/DRUG FREE SCHOOL & ACKNOWLEDGEMENT OF DRUG FREE WORKPLACE/DRUG FREE SCHOOL This policy adopted: May 20, 2008; Revised: July 23, 2013; Revised: June 28, 2016; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)

Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
Minn. Stat. § 624.701 (~~Liquor~~ **Alcohol** in Certain Buildings or Grounds)
20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Tobacco Free Environment	EM-020.10	5/20/08 Revised: 11/22/11 Revised: 7/23/13 Revised: 5/26/15 Revised:

1. General Statement of Policy

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district or person smokes or uses tobacco, tobacco-related devices, or electronic cigarettes in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic cigarette in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present.. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic cigarettes. The school district will not promote or allow promotion of tobacco products or e-cigarettes on school property or at school-sponsored events.

2. Tobacco and Tobacco-Related Devices Defined

- A. "Electronic cigarette" means any oral device that provides a vapor of liquid nicotine, lobelia, and/or other similar substance **intended for human consumption**, and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed, or sold as a-cigarettes, e-cigars, e-pipes, or under another product name or descriptor.
- B. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any components, part, or accessory of a tobacco product, **including, but not limited to**, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and

sweepings of tobacco; and other kinds and forms of tobacco.

- C. "Tobacco-related devices" means cigarette papers or pipes for smoking **or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.**
- D. "Smoking" means inhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco plant product intended for inhalation and the use of electronic cigarettes, including the inhaling and exhaling of vapor from any electronic delivery device.

3. Exceptions

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possess a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

4. Enforcement

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke free environment provided by the Freedom to Breathe Act of 2007 or other law.

5. Dissemination of Policy

- A. This policy shall appear in the student handbook.

- B. The school district will develop a method of discussing this policy with students and employees.

Rationale: School District 622 – North St. Paul-Maplewood-Oakdale shall maintain a learning and working environment that is tobacco free.

Adoption and Revision History	Incorporated Policies
EM-020.10 TOBACCO-FREE ENVIRONMENT (This Policy Adopted: May 20, 2008; Revised: November 22, 2011; Revised: July 23, 2013; Revised: May 26, 2015; Revised:	MSBA 419

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. § 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Student Discipline & Notice of Suspension	EM-020.15	5/20/08 Revised: 7/20/10 Revised: 11/22/11 Revised: 7/23/13 Revised: 5/27/14 Revised: 11/25/14 Revised: 5/26/15 Revised: 6/28/16 Revised: 11/22/16 Revised: Reviewed Annually

1) General Statement of Policy

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

2) Areas of Responsibility

a) The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

b) Superintendent. The superintendent shall establish guidelines and directives to carry out this

policy, hold all school personnel, students and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents.

- c) Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- d) Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- e) Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- f) Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- g) Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- h) Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

3) Student Rights

All students have the right to an education and the right to learn.

4) Student Responsibilities

All students have the responsibility:

- a) For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;
- b) To attend school daily, except when excused, and to be on time to all classes and other school functions;
- c) To pursue and attempt to complete the courses of study prescribed by the state and local school

authorities;

- d) To make necessary arrangements for making up work when absent from school;
- e) To assist the school staff in maintaining a safe school for all students;
- f) To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;
- g) To assume that until a rule or policy is waived, altered or repealed, it is in full force and effect;
- h) To be aware of and comply with federal, state and local laws;
- i) To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- j) To respect and maintain the school's property and the property of others;
- k) To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- l) To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- m) To conduct themselves in an appropriate physical or verbal manner; and
- n) To recognize and respect the rights of others.

5) Code of Student Conduct

- a) The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, **or tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment Policy;**
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, (except as prescribed by a physician), or look-alike substances, (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physicians, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb

threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
23. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
24. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
25. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
26. Possession or distribution of slanderous, libelous or pornographic materials;
27. Violation of the school district's Bullying Prohibition Policy;
28. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
29. Criminal activity;
30. Falsification of any records, documents, notes or signatures;
31. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
32. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
33. Impertinent or disrespectful **language or images words, symbols, acronyms, or language, whether oral or written, related to toward** teachers or other school district personnel;
34. Violation of the school district's Harassment and Violence Policy;
35. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
36. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

37. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
38. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of **words, symbols, acronyms, or** language, **whether oral or written**, that **is are** discriminatory, abusive, obscene, threatening, intimidating or ~~that~~ **degrading to other people, or threatening to school property**;
39. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
40. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;
41. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
- 42. Violation of the school district's one-to-one device rules and regulations;**
- ~~43.42.~~ Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
- ~~44.43.~~ Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.
- ~~45.44.~~ Possession of nuisance devices or objects which cause distractions and may facilitate cheating.

b) Personal Electronic Devices

The Board permits the use of Personal Electronic Devices by district students and employees during the school day in district buildings, on district property, and while students are attending district-sponsored activities during regular school hours when they are in compliance with this Policy, other district policies, regulations, rules, and procedures, and so long as such use does not interfere with the students' educational requirements, students' or employees' responsibilities/duties and performance, the rights and education of others, and the operation and services of the district.

Building level administrators, in consultation with the Superintendent and in compliance with this Policy, other district policies, regulations, rules, and procedures, are authorized to determine the extent of the use of Personal Electronic Devices within their schools, on the school's property, and while students are attending that school's sponsored activities during regular school hours. The use of Personal Electronic Devices at the elementary grade level may be different than that at the middle school, and/or high school grade levels.

The district shall not be liable for the theft, loss, damage, misuse, or unauthorized use of any Personal Electronic Device brought to school by a student or employee. Students and employees

are personally and solely responsible for the security of Personal Electronic Devices brought to school, school events, or district property. The district will not be responsible for restricting, monitoring, or controlling the personal electronic communications of students or employees; however, it reserves the right to do so when the device uses the School District network, or when the use of the device violates this or any other School District policy.

If Personal Electronic Communication Devices are loaned to or borrowed and/or misused by nonowners, the owners of the Personal Electronic Devices are jointly responsible with the nonowner for the misuse and/or violation of district policy, regulations, rules, or procedures.

Students using Personal Electronic Devices must access the Internet using the School District network. Network filters will be applied to access to the Internet and may not be circumvented.

Students and employees must complete an Internet/Bring Your Own Technology (BYOT) user agreement prior to the use of Personal Electronic Devices.

6) Disciplinary Action Options

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- a) Student conference with teacher, principal, counselor or other school district personnel, and verbal warning;
- b) Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- c) Parent contact;
- d) Parent conference;
- e) Removal from class;
- f) In-school suspension;
- g) Suspension from extracurricular activities;
- h) Detention or restriction of privileges;
- i) Loss of school privileges;
- j) In-school monitoring or revised class schedule;

- k) Referral to in-school support services;
- l) Referral to community resources or outside agency services;
- m) Financial restitution;
- n) Referral to police, other law enforcement agencies, or other appropriate authorities;
- o) A request for a petition to be filed in district court for juvenile delinquency adjudication;
- p) Out-of-school suspension under the Pupil Fair Dismissal Act;
- q) Preparation of an admission or readmission plan;
- r) Saturday school;
- s) Expulsion under the Pupil Fair Dismissal Act;
- t) Exclusion under the Pupil Fair Dismissal Act; and/or
- u) Other disciplinary action as deemed appropriate by the school district.

7) Removal of Students from Class

- a) The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class for up to one class or activity period pursuant to the procedures established by this discipline policy. The principal or designee shall have the authority to remove the student from class for a period of time not to exceed five (5) days pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given

course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

b) If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

c) Procedures for Removal of a Student From a Class and Readmission to Class:

1. If a student is causing a disruption to the educational process, a teacher, administrator, or other district employee may remove a student from class.
2. Documentation will vary with the severity of the incident. Communication may include any or all of the following: verbal reprimand, conference, office referral, parent call, note, or email.
3. Staff member will direct student to new location and coordinate supervision. Student is the responsibility of the designated staff member.
4. Depending on the severity, student may be escorted to the new location.
5. While removed from class, student is expected to complete assigned work and meet other conditions for readmission.
6. Staff member may coordinate with the case manager if the student being removed from class is on an Individual Learning Plan (IEP).
7. On-going issues should be referred to the building administration, student assistance team, and/or other designated district employee.

8) Dismissal

a) "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

b) Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

c) Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the

suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension – EM-020.15-F1.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

d) Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further

EM-020.15

attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

9) Admission or Readmission Plan

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior,

including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

10) Notification of Policy Violations

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

11) Student Discipline Records

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

12) Disabled Students

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

13) Open Enrolled Students

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided

appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

14) Distribution of Policy

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

15) Review of Policy

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Rationale: School District 622 – North St. Paul-Maplewood-Oakdale shall ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

Adoption and Revision History	Incorporated Policies
506 STUDENT RIGHTS AND RESPONSIBILITIES This Policy Adopted: January 27, 1998; Revised: January 25, 2005; Rescinded: August 19, 2008	MSBA 506
EM-020.15 STUDENT DISCIPLINE & NOTICE OF SUSPENSION This Policy Adopted: May 20, 2008; Revised: July 20, 2010; Revised: November 22, 2011; July 23, 2013; Revised: May 27, 2014; Revised: November 25, 2014; Revised: May 26, 2015; Revised: June 28, 2016; Revised: November 22, 2016; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. §§ 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)

Minn. Stat. §152.22 (Medical Cannabis; Definitions)
Minn. Stat. §152.23 (Medical Cannabis; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Student Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
Clark County Nevada School District Policy P-5136, Personal Technology and Communication Devices
Central Bucks Pennsylvania School District Policy 829, Personal Electronic Communication Devices

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Internet Acceptable Use Policy & Internet Use Agreement	EM-020.21	5/20/08 Revised: 5/22/12 Revised: 7/23/13 Revised: 5/26/15 Revised: 7/18/17 Revised: Reviewed Annually

1) General Statement of Policy

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

2) Limited Educational Purpose

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

3) Use of System is a Privilege

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

4) Unacceptable Uses

- a) The following uses of the school district system and Internet resources or accounts are considered unacceptable:
 - 1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:

- a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
 4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person. Users shall not give their passwords to any other person.
 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords unless required by an authorized online learning class or is job related, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e. communications with parents or other staff members related to students).

- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information, and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy EM-020.17; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy EM-020.17.

In addition, prior posting to any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “My Space” and “Facebook.”
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities. Users will not employ any method to discover network services running on equipment either within or outside the District 622 network.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy (EM-020.16). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

- b) A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- c) If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

5) Filter

- a) With respect to any of its computers with Internet access, the School District will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- b) The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- c) Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- d) An administrator, supervisor or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- e) The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying

awareness and response.

6) Consistency with Other School Policies

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

7) Limited Expectation of Privacy

- a) By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- b) Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- c) An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- d) Parents have the right at any time to investigate or review the contents of their child's files. Parents have the right to request the termination of their child's individual account at any time.
- e) School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- f) The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

8) Internet Use Agreement

- a) The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.
- b) This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- c) The Internet Use Agreement form for students must be read and signed by the user and the parent or guardian (EM-020.21-F1). The form must be filed at the school office. Teachers must sign the Internet Use Agreement – Teacher form (EM-020.21-F2) and all other employees must sign the Internet Use Agreement – Employee form (EM-020.21-F3).

9) Limitation on School District Liability

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any

advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

10) User Notification

- a) All users shall be notified of the school district policies relating to Internet use.
- b) This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives or servers.
 - b. Information retrieved through school district computers, networks or online resources.
 - c. Personal property used to access school district computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 - 6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Policy EM-020.4, Public and Private Personnel Data, and Policy EM-020.17, Protection and Privacy of Pupil Records & Public Notice & Juvenile Justice System Request for Information.
 - 7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
 - 8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

11) Parents' Responsibility; Notification of Student Internet Use

- a) Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly

offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

- b) Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for parental review.
 6. A statement that students are not permitted to use personal electronic communications, such as e-mail, unless specifically authorized by a teacher/online learning teacher for instructional purposes.

12) Implementation; Policy Review

- a) The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.
- b) The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- c) The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- d) Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Rationale: *School District 622 – North St. Paul-Maplewood-Oakdale shall set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.*

Adoption and Revision History	Incorporated Policies
523 INFORMATION NETWORK (This policy adopted: October 1, 1997; revised: February 8, 2005; rescinded: August 5, 2008)	MSBA 524
EM-020.21 INTERNET ACCEPTABLE USE POLICY & INTERNET USE AGREEMENT This policy adopted: May 20, 2008;	

Revised: May 22, 2012; Revised: July 23, 2013; Revised: May 26, 2015; Revised: July 18, 2017

Administrative Rule, Regulation and Procedure: NA

Legal References: 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
~~20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)~~
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Association, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds
816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski V. Berkeley County Sch., 652 F. 3d 656 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F. Supp. 2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Student Transportation Safety Policy	EM-020.25	5/20/08 Revised: 6/22/10 Revised: 11/22/11 Revised: 7/23/13 Revised: 9/24/13 Revised: 5/26/15 Revised:

1) Plan for Student Transportation Safety Training

a) School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

b) Student Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety

training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by M.S. 169.446, Subd. 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

2) Conduct on School Buses and Consequences for Misbehavior

- a) Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses; including nonpublic and charter school students.
- b) Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.
 1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
 2. Rules at the Bus Stop
 - a. Get to your bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs and belongings to yourself.

- d. Use appropriate language.
- e. Stay away from the street, road or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation or horseplay.
- j. No use of alcohol, tobacco or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs and belongings to yourself.
- f. No fighting, harassment, intimidation or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-6)

- 1st offense – warning
- 2nd offense – 3 school-day suspension from riding the bus
- 3rd offense – 5 school-day suspension from riding the bus
- 4th offense – 10 school-day suspension from riding the bus/meeting with parent

Further offenses –individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

- 1st offense – warning
- 2nd offense – 5 school-day suspension from riding the bus
- 3rd offense – 10 school-day suspension from riding the bus
- 4th offense – 20 school-day suspension from riding the bus/meeting with parent
- 5th offense – suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

3) Parent and Guardian Involvement

a) Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

b) Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop five minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

4) School Bus Driver Duties and Responsibilities

- a) School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus as set forth in Sections 6B. and 6.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-1" school bus as set forth in Section 6. D., below.
- b) The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- c) A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services ("Division") of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
 1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.
- d) A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- e) A school bus driver, with the exception of a driver operating a type A-1 school bus ~~or type III vehicle~~, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- f) A person who operates a type III vehicle and who sustains a conviction as described in Section 6.C.1.g. (*i.e.*, driving while impaired offenses), 6.C.1.h. (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or 6.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

5) School Bus Driver Training

a) Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.
2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section 6.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

b) Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

6) Operating Rules and Procedures

a) General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether handheld or hands free, when

the vehicle is in motion or part of traffic. For purposes of this paragraph, "school bus" has the meaning given in M.S. 169.01, Subd.6. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

b) Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

- b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

c) Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;

- (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections; and
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
 - (9) compliance with paragraph 4F concerning reporting convictions to the employer within ten days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under M.S. 122A.18, Subd. 8, or M.S. 123B.03 for school district employees; M.S. 144.057 or M.S. Ch. 245C for day care employees; or M.S. 171.321, Subd. 3, for all other persons operating a type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by M.S. 171.321, Subd. 2.
 - e. The operator's employer has adopted and implemented a policy that provides for mandatory drug testing of applicants for operator positions and current operators, in accordance with M.S. 181.951, Subds. 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
 - f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minn Stat. § 171.321, Subd. 5.
 - g. A person who sustains a conviction, as defined under M.S. 609.02, of violating M.S. 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under M.S. 169A.50 to 169A.53 of the implied consent law, or who is convicted of or has his or her driver's license revoked under a similar statute or

ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.

- h. A person who has ever been convicted of a disqualifying offense as defined in M.S. 171.3215, Subd.1(c), (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
- i. A person who sustains a conviction, as defined under M.S. 609.02, of a moving offense in violation of M.S. Ch. 169 within three years of the first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last conviction.
- j. Students riding the type III vehicle must have training required under M.S. 123B.90, Subd. 2 (See Section 1B., above).
- k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

- 2. The type III vehicle must bear a current certificate of inspection issued under M.S. 169.451.
- 3. An operator employed by the school district, whose normal duties do not include operating a type III vehicle, who holds a Class D driver's license without a school bus endorsement, may operate a type III vehicle and is exempt from paragraphs VII.C.1.c. (background checks), VII.C.1.d. (physical examination), VII.C.1.e. (drug testing), and VII.C.1. f. (annual license verification), above.

d) Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

- 1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunctional School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the eight-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by M.S. 171.321, Subd. 2.

- e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in M.S. 171.02, Subd. 2a(h) – 2 a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section 5, above.
 - g. The bus has a gross vehicle weight of 10,000 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 3. A school bus operated under this section must bear a current certificate of inspection.
 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

7) School District Emergency Procedures

- a) If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- b) School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- c) School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- d) Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. the student's name and address;
 2. the nature of the student's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

8) School District Vehicle Maintenance Standards

- a) All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- b) All school vehicles shall be state inspected in accordance with legal requirements.
- c) A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- d) Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

9) School Transportation Safety Director

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by M.S. 171.321, Subd. 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver's Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

10) Student Transportation Safety Committee

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Rationale: *School District 622 – North St. Paul-Maplewood-Oakdale shall provide safe transportation for students and educate students on safety issues and the responsibilities of school bus ridership.*

Adoption and Revision History	Incorporated Policies
709 STUDENT TRANSPORTATION COMPREHENSIVE SAFETY (This Policy Adopted: April 25, 2006; Rescinded: August 5, 2008)	MSBA 709
711 VIDEO SURVEILLANCE ON SCHOOL STUDENT TRANSPORTATION VEHICLES (This Policy Adopted: April 28, 1998; Rescinded: August 5, 2008)	

<p>EM-020.25 STUDENT TRANSPORTATION SAFETY POLICY (This Policy Adopted: May 20, 2008; Revised: June 22, 2010; Revised: November 22, 2011); Revised: July 23, 2013; Revised: September 24, 2013; Revised: May 26, 2015; Revised:</p>	
---	--

Administrative Rule, Regulation and Procedure: NA

Legal References:

Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. § 169.011, Subds. 15, 16, and 71(Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subds. 2 (Driver Training Programs)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. § 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notification of Conviction for Violation by a Commercial Driver)
Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
Minn. Stat. § 171.321 (Qualifications of a School Bus Driver)
Minn. Stat. § 171.3215, Subd. 1 (c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
34 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)

Cross References:

MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Workload Limits for Certain Special Education Teachers	EM-020.34	7/21/15 Revised: 6/28/16 Revised:

I. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota **Board of Teaching Professional Educator Licensing and Standards Board** to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with children with disabilities to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

II. GENERAL STATEMENT OF POLICY

A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.

B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

III. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Rationale: *The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.*

Adoption and Revision History	Incorporated Policies
Policy EM-020.34 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS This Policy Adopted: July 21, 2015; Revised: June 28, 2016; Revised:	MSBA 427

Administrative Rule, Regulation and Procedure: NA

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
 Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of "Direct Services," "Indirect Services," "Teacher," and "Workload")
 Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
 MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

ENDS

Policy Title	Policy Level	Date Approved/Revised
Subpoena of a School District Employee	E-048	

1) General Statement of Policy

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

2) Data Classification

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, Minn. Stat. Ch. 13, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.

3) Application and Procedures

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Rationale: *The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.*

Adoption and Revision History	Incorporated Policies
E-048 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE (This policy adopted:	MSBA 408

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

ENDS

Policy Title	Policy Level	Date Approved/Revised
Public Data Request	E-062	

1) General Statement of Policy

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Part 1205.0100-1205.2000 in responding to requests for public data.

2) Definitions

a) Government Data

“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

b) Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

c) Public Data

“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

d) Superintendent and/or Designee

“Superintendent and/or Designee” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law.

e) Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

3) Requests for Public Data

- a) All requests for public data must be made in writing directed to the Superintendent and/or designee.
 - 1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
 - 2. A requestor is not required to explain the reason for the data request.
 - 3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
 - 4. The Superintendent and/or designee may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- b) The Superintendent and/or designee will respond to a data request at reasonable times and places as follows:
 - 1. The Superintendent and/or designee will notify the requestor in writing as follows:
 - a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the Superintendent and/or designee determines that the requested data is classified so that access to the requestor is denied, the Superintendent and/or designee will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the Superintendent and/or designee shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

- c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
- 2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
- 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
- 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
- 5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

4) Request for Summary Data

- a) A request for the preparation of summary data shall be made in writing directed to the Superintendent and/or designee.
 - 1. A request for the preparation of summary data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).
- b) The Superintendent and/or designee will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
 - 1. The estimated costs of preparing the summary data, if any; and
 - 2. The summary data requested; or
 - 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- c) The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

5) Costs

a) Public Data

1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
 - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
2. All charges must be paid for in cash in advance of receiving the copies.

b) Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

Data Practices Contacts

Responsible Authority:

Christine Osorio, Superintendent
District 622 Education Center
651.748.7411; cosorio@isd622.org

Data Practices Compliance Official:

Joshua Anderson, Director of Communications & Technology Innovation
District 622 Education Center
651.748.7583; janderson2@isd622.org

Rationale: *The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.*

Adoption and Revision History	Incorporated Policies
E-062 PUBLIC DATA REQUESTS (This policy adopted:	MSBA 722

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

VII. A. 1. ACKNOWLEDGEMENT OF CONTRIBUTIONS

Minnesota Statute 123B.02 permits school boards to “...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof.”

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Medtronic - Carmen Snaza	\$300.00	Harmony Field Trip Assistance
The House - Steve Poindexter	T-shirts, jackets, winter coats, snow pants and sweatshirts	John Glenn Middle School
Maplewood Police Dept. - Tim Hawkinson & Allina Health	18 refurbished bicycles and 18 new helmets	John Glenn Middle School
Knights of Columbus	\$1,674.42	Community Bridge
Cowern Elementary PTG	\$16,139.31	Cowern Elementary Classrooms
Kathy Richardson	Back packs & school supplies	Weaver

MOTION:

SECOND:

Total fiscal year 2018-2019 monetary contributions: \$32,113.73

VII. A. 4. RESOLUTION AWARDING LTFM BONDS

**RESOLUTION AWARDING THE SALE, DETERMINING
THE FORM AND DETAILS, AUTHORIZING
THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING
FOR THE PAYMENT OF GENERAL OBLIGATION
FACILITIES MAINTENANCE BONDS, SERIES 2018A**

BE IT RESOLVED by the School Board of Independent School District No. 622,

State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. At a meeting held April 24, 2018, this Board determined to sell and issue general obligation bonds of Independent School District No. 622 (the "Issuer" or the "District") in the total aggregate principal amount of not to exceed \$45,000,000 (the "Bonds"). Said bonds shall be issued to fund the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595, subdivision 5 and related financing costs. In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The Board has caused the Notice of Intent to Issue Bonds to Finance Certain Projects included in the District's approved ten-year facility plan to be published in the official newspaper of the District as required by Minnesota Statutes, Section 123B.595, subdivision 5, clause (b).

1.02 Sale. The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. The Board has publicly received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is ascertained to be that of _____ (the "Purchaser") to purchase the Bonds at a price of \$ _____, plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Bonds is hereby awarded to said Purchaser.

1.03 Execution of Documents; Return of Good Faith Deposits. The Chair and Clerk are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser.

1.04 Compliance with Law. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to provide for the issuance of the Bonds forthwith.

1.05 Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

1.06 Facilities Maintenance Bonding and Levy Program. The District hereby covenants and obligates itself to comply with the provisions of Minnesota Statutes, Section 123B.595, and any continuing obligations specified therein, including the requirements relating to annually updating its ten-year facility plan, submitting its facility maintenance plan to the Commissioner annually or as otherwise required, and accounting as required thereunder.

Section 2. Bond Terms.

2.01 Designation; Registration; Denomination; Maturities. The \$ _____ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Facilities Maintenance Bonds, Series 2018A, shall be dated September 13, 2018, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid or duly called for redemption at the rates per annum set forth below opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
-------------	---------------	----------------------	-------------	---------------	----------------------

In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The amounts specified above are hereby adopted and approved as so adjusted. The Bonds maturing in the years ____ and ____ are term bonds subject to mandatory redemption in the years and principal amounts as specified in paragraph 2.04(b).

These maturities, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payments. Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing August 1, 2019. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

2.03 Use of Global Book-Entry System.

(a) **Description of System.** In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on its own books and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

(b) **Designation of Depository; Approval of Blanket Issuer Letter of Representations.** The Depository Trust Company ("DTC") of New York, New York, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds issued hereunder in global book-entry form. There has been submitted to this Board a form of letter of representations (the "Blanket Issuer Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. This Blanket Issuer Letter of Representations is hereby approved. The Chair or the Clerk is hereby authorized and directed to execute the Blanket Issuer Letter of Representations in substantially the form attached hereto as EXHIBIT C, if such a letter of representations has not already been executed, with only such variations therein as may be required to complete the Blanket Issuer Letter of Representations, or which are not, in the opinion of Bond Counsel, materially adverse to the interests of the Issuer. Execution of the Blanket Issuer Letter of Representations by such official shall be conclusive evidence as to the necessity and propriety of such changes and their approval by Bond Counsel. So long as DTC is the Depository or it or its nominee is the Holder of any Global Certificate, the District shall comply with the provisions of the Blanket Issuer Letter of Representations, as it may be amended or supplemented by the District from time to time with the agreement or consent of DTC.

(c) **Global Certificates.** Upon their original issuance, the Bonds will be issued in the form of a single Global Certificate for each maturity which shall represent the aggregate principal amount of the Bonds due on a particular maturity date (the "Global Certificates"). The Global Certificates will be originally issued and fully registered as to principal and interest in the name of Cede & Co., as nominee of DTC. The Global Certificates will be deposited with the Depository by the Purchaser and will be immobilized as further provided herein. No beneficial owners of interest in the Bonds will receive certificates representing their respective

interests in the Bonds except as provided below in clause (e) of this Paragraph 2.03. Except as so provided, during the term of the Bonds, beneficial ownership (and subsequent transfers of beneficial ownership) of interests in the Global Certificates will be reflected by book entries made on the records of the Depository and its participants and other banks, brokers, and dealers participating in the National System. The Depository's book entries of beneficial ownership interest are authorized to be in integral increments of \$5,000, despite the larger authorized denominations of the Global Certificates. Payment of principal of, premium, if any, and interest on the Global Certificates will be made to the Bond Registrar as paying agent, and in turn by the Bond Registrar to the Depository or its nominee as registered owner of the Global Certificates. The Depository, according to the laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

(d) Immobilization of Global Certificates by the Depository. Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

(e) Transfer or Exchange of Global Certificates; Substitute Depository; Replacement Bonds.

Global Certificates evidencing the Bonds may not, after their original delivery, be transferred or exchanged except:

(i) Upon exchange of a Global Certificate after a partial redemption, if authorized in Paragraph 2.04 of this resolution;

(ii) To any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to subclause (iii) of this clause (e); provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository

services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

In the event of the designation of a Substitute Depository as authorized by this clause (e), the Bond Registrar, upon presentation of the Global Certificates, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this resolution. The Blanket Issuer Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.04 Redemption. (a) Optional Redemption. The Issuer may elect on February 1, 2027, and on any date thereafter, to prepay Bonds due on or after February 1, 2028, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

(b) Mandatory Redemption. (1) The Bonds maturing in the year _____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
-------------	---------------

\$

6

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year ____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year ____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year ____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(2) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year ____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year ____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year ____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(c) **Redemption of Global Certificates.** Upon a partial redemption in the aggregate principal amount of a Global Certificate which results in the stated amount thereof being

reduced, the Holder may in its discretion make a notation of such redemption on the panel provided on the Global Certificate stating the amount so redeemed, or may return the Global Certificate to the Bond Registrar in exchange for a new Global Certificate authenticated by the Bond Registrar, in proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Global Certificate outstanding, unless the Bond Registrar has signed the appropriate column of the panel.

(d) Redemption of Replacement Bonds. To effect a partial redemption of Replacement Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Replacement Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Replacement Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Replacement Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Replacement Bonds to be redeemed. The Replacement Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Replacement Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 of principal amount for each number assigned to it and so selected. If a Replacement Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Replacement Bond, without service charge, a new Replacement Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Replacement Bond so surrendered.

(e) Notice of Redemption of Global Certificates and Replacement Bonds. The Bond Registrar shall call Bonds for redemption and payment as herein provided upon receipt by the Bond Registrar of a request of the Issuer. The request shall be in written form. The request shall specify the principal amount of Bonds to be called for redemption, the redemption date and the redemption price.

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address

appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) the redemption date;
- (ii) the redemption price;
- (iii) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (iv) that on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and
- (v) the place where such Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Bond Registrar).

Section 3. Form of Bonds.

The Bonds to be issued hereunder shall be in the form of Global Certificates unless and until Replacement Bonds are made available as provided herein.

3.01 Global Certificates. The Global Certificates to be issued hereunder, together with the Bond Registrar's Certificate of Authentication, the Register of Partial Payments, the form of Assignment, and the registration information thereon, shall be in substantially the form set forth in EXHIBIT A hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph, and may be typewritten rather than printed.

3.02 Replacement Bonds. If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial prepayment of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT

B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

Section 4. Execution; Delivery; Registration.

4.01 Appointment of Registrar. Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and the Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holder) of the Bonds in the manner set forth in the form of Global Certificate or Replacement Bond, as applicable, and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

4.02 Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the manual signatures of the Chair and Clerk of the School Board; provided, however that both of such signatures may be printed facsimiles, in which event the Bonds shall also be executed manually by the authenticating agent as provided in Minnesota Statutes, Section 475.55. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery. If the Issuer has adopted a corporate seal, it shall be omitted on the Bonds as permitted by law.

4.03 Authentication; Date of Registration. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until a Certificate of Authentication on such Bond, substantially in the form set forth in the form of Global Certificate or Replacement Bond, shall have been duly executed by the manual signature of an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds (Global Certificates) to the Purchaser, the Bond Registrar shall

insert as the date of registration the date of original issue; and the executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

4.04 Transfer or Exchange. The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged as herein provided.

A Global Certificate shall be registered in the name of the payee on the books of the Bond Registrar by presenting the Global Certificate for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Global Certificate. Thereafter a Global Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until a Global Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted thereon by the Bond Registrar, all subject to the terms and conditions provided in this resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

At the option of the Holder of a Replacement Bond, Replacement Bonds may be exchanged for Replacement Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Replacement Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Replacement Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar

shall authenticate, date (in the space designated Date of Registration) and deliver the Replacement Bonds which the Holder making the exchange is entitled to receive. Global Certificates may not be exchanged for Global Certificates of smaller denominations.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered owner's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

4.05 Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Bond Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Bond Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Bond Registrar shall be named as obligees. All Bonds so surrendered to the Bond Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured, it shall not be necessary to issue a new Bond prior to payment.

4.06 Interest Payments; Record Dates. Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

4.07 Persons Deemed Owners. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

4.08 Delivery. The Bonds when so prepared and executed shall be delivered by the Treasurer of the Issuer to the Purchaser thereof upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

Section 5. Debt Redemption Fund and Tax Levies.

5.01 Debt Redemption Fund. The Bonds and the interest thereon shall be payable from the Debt Redemption Fund of the Issuer, which shall be maintained by the Treasurer separate and apart from all other funds of the Issuer so long as any Bonds issued hereunder may be outstanding and unpaid. Money in the Debt Redemption Fund shall be used for no purpose other than payment of principal and interest on obligations of the Issuer, including Bonds issued pursuant to this resolution. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Redemption Fund to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer, and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds. The proceeds of all taxes levied pursuant to this resolution, \$_____ of premium received from the Purchaser of the Bonds, and all other moneys received for or appropriated to the payment of the Bonds and interest thereon shall be paid into the Debt Redemption Fund. The Board hereby appropriates such amounts as necessary to pay the amounts needed to meet, when due, the principal and interest on the Bonds and, if necessary, authorizes the transfer of such amounts so appropriated from its general fund reserve for long-term facilities maintenance to its debt redemption fund.

5.02 Pledge of Full Faith and Credit; Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Sections 123B.595 and 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls, as a part of other general taxes of the Issuer, for collection in the years and in the amounts as specified on the levy computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph. The tax levies provided in this paragraph are such that, if collected in full they, together with estimated collections of other revenues pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

5.025 Levy Reductions. If the District's debt service revenue required to pay principal and interest on its facilities maintenance bonds issued pursuant to Minnesota Statutes, Section

123B.595 for any fiscal year exceeds the District's authorized long-term facilities maintenance revenue for the same fiscal year, the District's authorized general fund levy for that same fiscal year must be reduced by the amount of the excess.

5.03 Investment Restrictions. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Fund or Debt Redemption Fund (or any other District account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

5.04 Construction Fund. The proceeds of the bonds not appropriated to the Debt Redemption Fund as provided in Paragraph 5.01 hereof shall be credited to the Issuer's Construction Fund and be used to pay costs incurred for projects and related financing costs included in the ten-year facility plan of the District approved by the Commissioner pursuant to Minnesota Statutes, Section 123B.595.

Section 6. Exemption from Rebate Requirements.

6.01 Declaration of Exemption. For purposes of compliance with the requirements of Section 148(f)(4)(C) of the Code, the Board hereby determines and declares that:

- (a) The Issuer is a governmental unit with general taxing powers;
- (b) The Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) Ninety-five percent of the net proceeds of the Bonds are to be used for the local government purposes of the Issuer; and

(d) The Issuer will expend the Bond proceeds in such a manner and at such times as necessary to qualify for an exemption from the rebate requirements of the Code pursuant to Section 148(f)(4)(C) of the Code, as amended.

(e) The Issuer reserves the right to treat the acquisition expenditures and the construction expenditures or portions thereof as separate issues for purposes of Section 148(f)(4)(C) of the Code. If it does so, it shall specify the expenditure limitations for each issue in greater detail in the arbitrage certification executed by the Chair and Clerk.

In order to account for the expenditure of the proceeds of the Bonds, all proceeds credited to the Construction Fund shall be maintained in one or more separate Construction Fund bookkeeping accounts in the financial records of the Issuer. All proceeds of the Bonds shall be expended from said accounts prior to any other moneys of the Issuer on hand and legally available for said expenditures. The books and accounts of the Issuer shall be maintained in such a manner as to demonstrate compliance with the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended.

6.02 Payment of Rebate. Notwithstanding the intention of the Issuer to expend the Bond proceeds to meet the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended, if the Issuer fails to meet the expenditure requirements specified in that amended provision, the Issuer agrees to make such calculations and to make such rebate payments to the United States as and when required by said Section 148 and the regulations promulgated thereunder. In construing this Section 6, all terms used herein shall have the meanings provided in Section 148 of the Code and the regulations promulgated thereunder.

6.03 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Paragraph 5.03 hereof may be deemed inapplicable and of no force or effect if an opinion of Counsel is rendered to the Issuer by nationally recognized bond counsel to the effect that the failure to impose such requirement will not adversely affect the tax-exempt status of interest on the Bonds.

Section 7. Certifications, Designations, Defeasance, Arbitrage, Reporting.

7.01 Filing of Resolution; County Auditor Certificate. The Clerk is hereby authorized and directed to file with the County Auditor of each county in which the Issuer is located in whole or in part a certified copy of this resolution, together with such other information as said County Auditor shall require, and to obtain from said County Auditor a certificate that the tax required by law for the payment of said Bonds has been levied, and that said Bonds have been entered upon the County Auditor's Bond Register.

7.02 Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The

Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, or if prepayable, to an earlier date on which they may be called for redemption, a sum of cash or securities of the types described in Minnesota Statutes, Section 475.67, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the Issuer's option on such dates as shall be required to provide funds sufficient for this purpose.

7.03 Nondesignation as Qualified Tax-Exempt Obligations. The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during calendar year 2018 will exceed \$10,000,000. Thus, the Bonds of this issue are not designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

7.04 Authentication of Transcript. The officers of the Issuer and each said County Auditor are hereby authorized and requested to prepare and furnish to the Purchaser of said Bonds, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the Issuer relating to said Bonds and to the financial condition and affairs of the Issuer, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the facts recited therein.

7.05 Covenant to Continue Tax Exemption. The Issuer covenants and agrees with the Holders from time to time of the Bonds herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the United States Internal Revenue Code, the regulations promulgated thereunder, or any other applicable federal tax law or regulation; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to ensure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereafter amended or proposed.

7.06 Arbitrage Certification. The Chair and School District Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution,

are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

7.07 Official Statement. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

7.08 Information Reporting. For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e) (2).

7.09 Payment of Issuance Expenses. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the District's municipal advisor, Ehlers & Associates, Inc.

7.10 Continuing Disclosure. The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Bonds and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the Electronic Municipal Market Access system ("EMMA"), the annual financial information specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

7.11 Nonbook-Entry Option. Notwithstanding any contrary provision of this resolution, if the option to allow the Bonds to be issued in a nonbook-entry format was included in the Terms of Proposal and if the Purchaser specified on the proposal form that the Bonds are not to be issued in global book-entry form, they shall then be issued in nonbook-entry format in registered form in the name of the Purchaser.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

(FORM OF GLOBAL CERTIFICATE)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY AND WASHINGTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)

R- _____ \$ _____

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND, SERIES 2018A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
--------------------------	--------------------------	-----------------------------------	--------------

SEPTEMBER 13, 2018

REGISTERED OWNER: CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 622, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in North St. Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services

A-1

Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer; provided, however, that upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion be paid without presentation of this Bond, and may make a notation on the panel provided herein of such redemption, stating the amount so redeemed, or may return the Bond to the Bond Registrar in exchange for a new Bond in the proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Issuer may elect on February 1, 2027, and on any date thereafter, to prepay Bonds due on or after February 1, 2028, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

Notice of Redemption. Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds. For this purpose, the Depository shall be the "Holder" as to Bonds registered in the name of the Depository or its nominee. In the event any of the Bonds are called for redemption, written notice thereof will be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used.

Replacement or Notation of Bonds after Partial Redemption. Upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion make a notation on the panel provided herein of such redemption, stating the amount so redeemed. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Otherwise, the Holder may surrender this Bond

to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595 and related financing costs, and all are issued pursuant to resolutions duly adopted by the School Board, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Denominations; Exchange; Resolution. The Bonds are issuable originally only as Global Certificates in the denomination of the entire principal amount of the issue maturing on a single date. Global Certificates are not exchangeable for fully registered Bonds of smaller denominations except in the event of a partial redemption as above provided or in exchange for Replacement Bonds if then available. Replacement Bonds, if made available as provided below, are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Replacement Bonds. Replacement Bonds may be issued by the Issuer in the event that (a) The Depository Trust Company ("DTC") of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer able to carry out

its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described in the Resolution might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

September 13, 2018

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of
the Bonds described
in the within mentioned
Resolution.

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
NORTH ST. PAUL, MINNESOTA

BOND TRUST SERVICES
CORPORATION
Bond Registrar

/s/ (Facsimile)
Chair

By _____
Authorized Signature

/s/ (Facsimile)
Clerk

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
<u>September 13, 2018</u>	Cede & Co. P.O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REGISTER OF PARTIAL PAYMENTS

The principal amount of the attached Bond has been prepaid on the dates and in the amounts noted below:

<u>Date</u>	<u>Amount</u>	<u>Signature of Bondholder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Bond. Partial payments do not require the presentation of the attached Bond to the Bond Registrar, and a Holder could fail to note the partial payment here.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entirety
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

[Empty rectangular box for Social Security or Tax Identification Number]

EXHIBIT B

(FORM OF REPLACEMENT BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY AND WASHINGTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)

R- \$ _____

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND, SERIES 2018A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		SEPTEMBER 13, 2018	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 622, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in North St. Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on

each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

September 13, 2018

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of
the Bonds described
in the within mentioned
Resolution.

BOND TRUST SERVICES
CORPORATION
Bond Registrar

By _____
Authorized Signature

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
NORTH ST. PAUL, MINNESOTA

/s/ (Facsimile)
Chair

/s/ (Facsimile)
Clerk

ON REVERSE OF BOND

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595 and related financing costs, and all are issued pursuant to resolutions duly adopted by the School Board, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Issuer may elect on February 1, 2027, and on any date thereafter, to prepay Bonds due on or after February 1, 2028, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date. Published notice of redemption shall, in each case, be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each Registered Holder of the Bonds.

To effect a partial redemption of the Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed.

The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

Denominations; Exchange; Resolution. The Bonds are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

[Empty rectangular box for Social Security or Tax Identification Number]

EXHIBIT C

The Depository Trust Company

BLANKET ISSUER LETTER OF REPRESENTATIONS

EXHIBIT D

LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2018	2019	\$
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	
2027	2028	
2028	2029	
2029	2030	
2030	2031	
2031	2032	
2032	2033	
2033	2034	
2034	2035	
2035	2036	
2036	2037	
2037	2038	

VII. A. 4. RESOLUTION AWARDING CAPITAL FACILITY BONDS

RESOLUTION RATIFYING THE AWARD OF THE SALE, DETERMINING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY, AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL OBLIGATION CAPITAL FACILITIES AND TAX ABATEMENT BONDS, SERIES 2018B

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. (a) At a meeting held July 24 2018, this Board by resolution stated its intent to issue and tentatively authorized the issuance of general obligation bonds of Independent School District No. 622 (the "Issuer" or the "District") in the total aggregate principal amount of not to exceed \$6,130,000 pursuant to Minnesota Statutes, Section 123B.62, 1469.1812 to 469.1815, and Chapter 475, as amended. Said bonds were to be issued to fund the costs of specified capital projects (the "Capital Facilities Portion") and to finance the construction of improvements to existing parking lots at Castle and Richardson Elementary Schools and related work (the "Tax Abatement Portion"), and to fund related financing costs. The issuance of the Capital Facilities Portion of the bonds has received the approval of the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.62. The Board has caused the Notice of Intent to Issue Bonds to Finance Certain Capital Projects to be published in the official newspaper of the District as required by Minnesota Statutes, Section 123B.62(b). A qualified petition not having been received within thirty (30) days of the adoption of the resolution tentatively authorizing the issuance of said bonds, the Bonds have been finally authorized as provided by law.

(b) At a meeting held June 26, 2018, the Board adopted a resolution to call a public hearing to be held on July 24, 2018 pursuant to Minnesota Statutes, Section 469.1813, subd. 5 to consider granting an abatement of property taxes on certain properties within the District (the "Abated Parcels") pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended, for a period of seven (7) years, commencing with taxes payable in 2019 and concluding with taxes payable in 2025 (the "Tax Abatement"). The Abatement was subsequently approved by resolution of the Board adopted July 24, 2018. The revenues derived by the District from this Tax Abatement are referred to collectively as the Tax Abatement Revenue. The resolution granting the abatement specified findings authorizing the abatement which are incorporated herein by reference. The resolution provided that the District shall retain the Abatement and apply it to payment of all or a portion of the costs of constructing parking lot improvements at Castle and Richardson Elementary Schools and related work or to the payment of the portion of the Bonds of the District issued to finance the costs of constructing said improvements and related financing costs.

(c) At the meeting held July 24, 2018, this Board stated its intent to sell and issue its fully registered General Obligation Capital Facilities and Tax Abatement Bonds, Series 2018B. The Bonds were to be issued in a total aggregate principal amount of not to exceed \$6,130,000. A portion of the Bonds (the "Capital Facilities Portion") in the aggregate principal amount of not to exceed \$5,000,000 would provide funds to fund the costs of the capital projects specified in the July 24, 2018 resolution, and related financing costs. A portion of the Bonds (the "Tax Abatement Portion") in the aggregate principal amount of not to exceed \$1,130,000 would provide funds to finance parking lot improvements at Castle and Richardson Elementary Schools and related work including curb and gutter repairs and construction, parking lot sidewalk repairs and construction, surface repairs, reconstruction and construction, and related financing costs, including any items of cost of the kinds authorized in Minnesota Statutes, Section 469.1814, subd 5, benefitting the Abated Parcels.

(d) For economic reasons, the Board has determined to issue the Bonds so authorized as a single bond issue. Each component of the bonds shall be referred to herein as the "Capital Facilities Portion" or the "Tax Abatement Portion" of the Bonds of this issue. The total amount to be issued and the amount of each component has been adjusted as provided in the Terms of Proposal.

1.02 Sale. The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. On August 16, 2018 the Superintendent or Director of Business Services and a Board Officer received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The proposal of _____ (the "Purchaser") to purchase the Bonds at a price of \$ _____, plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement was determined to be the most favorable proposal maker and was accepted by the Superintendent or Director of Business Services and a Board Officer pursuant to the July 24, 2018 resolution of the Board, and the award of the sale of the Bonds to the Purchaser is hereby ratified by the Board.

1.03 Execution of Documents. The endorsement of the acceptance on both copies of the most favorable proposal by the Superintendent or Director of Business Services and a Board Officer is ratified in all respects.

1.04 Compliance with Law. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to provide for the issuance of the Bonds forthwith.

1.05 Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

Section 2. Bond Terms.

2.01 Designation; Registration; Denomination; Maturities. The \$_____ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Capital Facilities and Tax Abatement Bonds, Series 2018B, shall be dated September 13, 2018, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid or duly called for redemption at the rates per annum set forth below opposite such years and amounts, as follows:

[Remainder of this page left blank intentionally]

Capital Facilities Portion			Tax Abatement Portion		
<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2020			2020		
2021			2021		
2022			2022		
2023			2023		
2024			2024		
2025			2025		
2026			2026		
2027					
2028					
2029					

The principal amounts of the two portions of the Bonds and the years in which they mature all as shown in the chart above.

In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The amounts specified above are hereby adopted and approved as so adjusted. The Bonds maturing in the years ____ and ____ are term bonds subject to mandatory redemption in the years and principal amounts as specified in paragraph 2.04(b).

These maturities, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payments. Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing August 1, 2019. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

2.03 Use of Global Book-Entry System.

(a) Description of System. In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on its own books

and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

(b) Designation of Depository; Approval of Blanket Issuer Letter of Representations. The Depository Trust Company ("DTC") of New York, New York, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds issued hereunder in global book-entry form. There has been submitted to this Board a form of letter of representations (the "Blanket Issuer Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. This Blanket Issuer Letter of Representations is hereby approved. The Chair or the Clerk is hereby authorized and directed to execute the Blanket Issuer Letter of Representations in substantially the form attached hereto as EXHIBIT C, if such a letter of representations has not already been executed, with only such variations therein as may be required to complete the Blanket Issuer Letter of Representations, or which are not, in the opinion of Bond Counsel, materially adverse to the interests of the Issuer. Execution of the Blanket Issuer Letter of Representations by such official shall be conclusive evidence as to the necessity and propriety of such changes and their approval by Bond Counsel. So long as DTC is the Depository or it or its nominee is the Holder of any Global Certificate, the District shall comply with the provisions of the Blanket Issuer Letter of Representations, as it may be amended or supplemented by the District from time to time with the agreement or consent of DTC.

(c) Global Certificates. Upon their original issuance, the Bonds will be issued in the form of a single Global Certificate for each maturity which shall represent the aggregate principal amount of the Bonds due on a particular maturity date (the "Global Certificates"). The Global Certificates will be originally issued and fully registered as to principal and interest in the name of Cede & Co., as nominee of DTC. The Global Certificates will be deposited with the Depository by the Purchaser and will be immobilized as further provided herein. No beneficial owners of interest in the Bonds will receive certificates representing their respective interests in the Bonds except as provided below in clause (e) of this Paragraph 2.03. Except as so provided, during the term of the Bonds, beneficial ownership (and subsequent transfers of beneficial ownership) of interests in the Global Certificates will be reflected by book entries made on the records of the Depository and its participants and other banks, brokers, and dealers participating in the National System. The Depository's book entries of beneficial ownership interest are authorized to be in integral increments of \$5,000, despite the larger authorized denominations of the Global Certificates. Payment of principal of, premium, if any, and interest on the Global Certificates will be made to the Bond Registrar as paying agent, and in turn by the Bond Registrar to the Depository or its nominee as registered owner of the Global

Certificates. The Depository, according to the laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

(d) Immobilization of Global Certificates by the Depository. Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

(e) Transfer or Exchange of Global Certificates; Substitute Depository; Replacement Bonds.

Global Certificates evidencing the Bonds may not, after their original delivery, be transferred or exchanged except:

(i) Upon exchange of a Global Certificate after a partial redemption, if authorized in Paragraph 2.04 of this resolution;

(ii) To any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to subclause (iii) of this clause (e); provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer

shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

In the event of the designation of a Substitute Depository as authorized by this clause (e), the Bond Registrar, upon presentation of the Global Certificates, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this resolution. The Blanket Issuer Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.04 Redemption. (a) Optional Redemption. The Issuer may elect on February 1, 2022, and on any date thereafter, to prepay Bonds due on or after February 1, 2023, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

(b) Mandatory Redemption. (1) The Bonds maturing in the year _____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year _____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year _____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year _____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph

2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(2) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year ____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year ____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year ____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(c) Redemption of Global Certificates. Upon a partial redemption in the aggregate principal amount of a Global Certificate which results in the stated amount thereof being reduced, the Holder may in its discretion make a notation of such redemption on the panel provided on the Global Certificate stating the amount so redeemed, or may return the Global Certificate to the Bond Registrar in exchange for a new Global Certificate authenticated by the Bond Registrar, in proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Global Certificate outstanding, unless the Bond Registrar has signed the appropriate column of the panel.

(d) Redemption of Replacement Bonds. To effect a partial redemption of Replacement Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Replacement Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Replacement Bond. The

Bond Registrar shall then select by lot from the numbers so assigned to such Replacement Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Replacement Bonds to be redeemed. The Replacement Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Replacement Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 of principal amount for each number assigned to it and so selected. If a Replacement Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Replacement Bond, without service charge, a new Replacement Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Replacement Bond so surrendered.

(e) Notice of Redemption of Global Certificates and Replacement Bonds. The Bond Registrar shall call Bonds for redemption and payment as herein provided upon receipt by the Bond Registrar of a request of the Issuer. The request shall be in written form. The request shall specify the principal amount of Bonds to be called for redemption, the redemption date and the redemption price.

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) The redemption date;
- (ii) The redemption price;
- (iii) If less than all outstanding Bonds are to be redeemed, the identification (and, if the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(iv) That on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and

(v) The place where such Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Bond Registrar).

Section 3. Form of Bonds.

The Bonds to be issued hereunder shall be in the form of Global Certificates unless and until Replacement Bonds are made available as provided herein.

3.01 Global Certificates. The Global Certificates to be issued hereunder, together with the Bond Registrar's Certificate of Authentication, the Register of Partial Payments, the form of Assignment, and the registration information thereon, shall be in substantially the form set forth in EXHIBIT A hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph, and may be typewritten rather than printed.

3.02 Replacement Bonds. If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial prepayment of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

Section 4. Execution; Delivery; Registration.

4.01 Appointment of Registrar. Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and the Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent

until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holder) of the Bonds in the manner set forth in the form of Global Certificate or Replacement Bond, as applicable, and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

4.02 Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the manual signatures of the Chair and Clerk of the School Board; provided, however that both of such signatures may be printed facsimiles, in which event the Bonds shall also be executed manually by the authenticating agent as provided in Minnesota Statutes, Section 475.55. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery. If the Issuer has adopted a corporate seal, it shall be omitted on the Bonds as permitted by law.

4.03 Authentication; Date of Registration. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until a Certificate of Authentication on such Bond, substantially in the form set forth in the form of Global Certificate or Replacement Bond, shall have been duly executed by the manual signature of an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds (Global Certificates) to the Purchaser, the Bond Registrar shall insert as the date of registration the date of original issue; and the executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

4.04 Transfer or Exchange. The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged as herein provided.

A Global Certificate shall be registered in the name of the payee on the books of the Bond Registrar by presenting the Global Certificate for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Global Certificate. Thereafter a Global Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until

a Global Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted thereon by the Bond Registrar, all subject to the terms and conditions provided in this resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

At the option of the Holder of a Replacement Bond, Replacement Bonds may be exchanged for Replacement Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Replacement Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Replacement Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver the Replacement Bonds which the Holder making the exchange is entitled to receive. Global Certificates may not be exchanged for Global Certificates of smaller denominations.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered owner's attorney duly

authorized in writing, and shall include written instructions as to the details of the transfer of the Bond.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

4.05 Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Bond Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Bond Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Bond Registrar shall be named as obligees. All Bonds so surrendered to the Bond Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured, it shall not be necessary to issue a new Bond prior to payment.

4.06 Interest Payments; Record Dates. Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located

are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

4.07 Persons Deemed Owners. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

4.08 Delivery. The Bonds when so prepared and executed shall be delivered by the Treasurer of the Issuer to the Purchaser thereof upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

Section 5. Debt Redemption Fund and Tax Levies.

5.01 Debt Redemption Fund. The Bonds and the interest thereon shall be payable from the Debt Redemption Fund of the Issuer, which shall be maintained by the Treasurer separate and apart from all other funds of the Issuer so long as any Bonds issued hereunder may be outstanding and unpaid. A separate debt service account shall be created for the Capital Facilities Portion of the Bonds and for the Tax Abatement Portion of the Bonds. Money in the Debt Redemption Fund shall be used for no purpose other than payment of principal and interest on obligations of the Issuer, including Bonds issued pursuant to this resolution. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Redemption Fund to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer, and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds. The proceeds of all taxes levied pursuant to this resolution, all Tax Abatement Revenue received from the Purchaser of the Bonds, \$ _____ of premium received from the Purchaser of the Bonds, and all other moneys received for or appropriated to the payment of the Bonds and interest thereon shall be paid into the appropriate account in the Debt Redemption Fund.

5.02 Pledge of Full Faith and Credit; Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls, as a part of other general taxes of the Issuer, for collection in the years and in the amounts as specified on the levy computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph. The tax levies provided in this paragraph are such that, if collected in full they, together with estimated collections of other revenues pledged for the payment of the Bonds, including the Tax Abatement Revenue, will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be separately stated for the Capital Facilities Portion and the Tax Abatement Portion of this Issue.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

5.025 Levy Reductions. The Issuer's levies for each year for the Capital Facilities Portion must be reduced in the manner specified in Minnesota Statutes, Section 123B.62, paragraph (d), by the sum of (1) the amount of the tax levies certified for payment of the principal and interest on the Bonds pursuant to EXHIBIT D, and (2) any excess amount in the debt redemption fund used to retire the Bonds, other than amounts used to pay capitalized interest. The Issuer shall take such actions as may be necessary to notify the appropriate officials at the Minnesota Department of Education of the issuance of these Bonds and certification of the above-specified debt service levies.

5.03 Investment Restrictions. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Fund or Debt Redemption Fund (or any other District account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to

be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

5.04 Construction Fund. A separate construction fund account shall be created for the Capital Facilities Portion of the Bonds and for the Tax Abatement Portion of the Bonds. The proceeds of the bonds not appropriated to the Debt Redemption Fund as provided in Paragraph 5.01 shall be credited to the appropriate account in the Issuer's Construction Fund and be used to pay costs incurred for the specified capital projects and related financing costs, and to pay costs incurred for parking lot improvements at Castle and Richardson Elementary Schools and related work. The books and accounts for the issue shall be maintained in a manner which will allow the District to track the expenditures from each such account.

Section 6. Exemption from Rebate Requirements.

6.01 Declaration of Exemption. For purposes of compliance with the requirements of Section 148(f)(4)(C) of the Code, the Board hereby determines and declares that:

- (a) The Issuer is a governmental unit with general taxing powers;
- (b) The Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) Ninety-five percent of the net proceeds of the Bonds are to be used for the local government purposes of the Issuer; and
- (d) The Issuer will expend the Bond proceeds in such a manner and at such times as necessary to qualify for an exemption from the rebate requirements of the Code pursuant to Section 148(f)(4)(C) of the Code, as amended.
- (e) The Issuer reserves the right to treat the acquisition expenditures and the construction expenditures or portions thereof as separate issues for purposes of Section 148(f)(4)(C) of the Code. If it does so, it shall specify the expenditure limitations for each issue in greater detail in the arbitrage certification executed by the Chair and Clerk.

In order to account for the expenditure of the proceeds of the Bonds, all proceeds credited to the Construction Fund shall be maintained in one or more separate Construction Fund bookkeeping accounts in the financial records of the Issuer. All proceeds of the Bonds shall be expended from said accounts prior to any other moneys of the Issuer on hand and legally available for said expenditures. The books and accounts of the Issuer shall be maintained in such a manner as to demonstrate compliance with the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended.

6.02 Payment of Rebate. Notwithstanding the intention of the Issuer to expend the Bond proceeds to meet the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended, if the Issuer fails to meet the expenditure requirements specified in that amended

provision, the Issuer agrees to make such calculations and to make such rebate payments to the United States as and when required by said Section 148 and the regulations promulgated thereunder. In construing this Section 6, all terms used herein shall have the meanings provided in Section 148 of the Code and the regulations promulgated thereunder.

6.03 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Paragraph 5.03 hereof may be deemed inapplicable and of no force or effect if an opinion of Counsel is rendered to the Issuer by nationally recognized bond counsel to the effect that the failure to impose such requirement will not adversely affect the tax-exempt status of interest on the Bonds.

Section 7. Certifications, Designations, Defeasance, Arbitrage, Reporting.

7.01 Filing of Resolution; County Auditor Certificate. The Clerk is hereby authorized and directed to file with the County Auditor of each county in which the Issuer is located in whole or in part a certified copy of this resolution, together with such other information as said County Auditor shall require, and to obtain from said County Auditor a certificate that the tax required by law for the payment of said Bonds has been levied, and that said Bonds have been entered upon the County Auditor's Bond Register.

7.02 Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, or if prepayable, to an earlier date on which they may be called for redemption, a sum of cash or securities of the types described in Minnesota Statutes, Section 475.67, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the Issuer's option on such dates as shall be required to provide funds sufficient for this purpose.

7.03 Nondesignation as Qualified Tax-Exempt Obligations. The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during calendar year 2018 will exceed \$10,000,000. Thus, the Bonds of this issue are not designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

7.04 Authentication of Transcript. The officers of the Issuer and each said County Auditor are hereby authorized and requested to prepare and furnish to the Purchaser of said Bonds, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the Issuer relating to said Bonds and to the financial condition and

affairs of the Issuer, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the facts recited therein.

7.05 Covenant to Continue Tax Exemption. The Issuer covenants and agrees with the Holders from time to time of the Bonds herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the United States Internal Revenue Code, the regulations promulgated thereunder, or any other applicable federal tax law or regulation; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to ensure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereafter amended or proposed.

7.06 Arbitrage Certification. The Chair and School District Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

7.07 Official Statement. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

7.08 Information Reporting. For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e) (2).

7.09. Payment of Issuance Expenses. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the District's financial advisor, Ehlers & Associates, Inc.

7.10 Continuing Disclosure. The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Bonds and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the Electronic Municipal Market Access system ("EMMA"), the annual financial information specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

7.11 Nonbook-Entry Option. Notwithstanding any contrary provision of this resolution, if the option to allow the Bonds to be issued in a nonbook-entry format was included in the Terms of Proposal and if the Purchaser specified on the proposal form that the Bonds are not to be issued in global book-entry form, they shall then be issued in nonbook-entry format in registered form in the name of the Purchaser.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

(FORM OF GLOBAL CERTIFICATE)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY AND WASHINGTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)

R- \$ _____

GENERAL OBLIGATION CAPITAL FACILITIES
AND TAX ABATEMENT BONDS, SERIES 2018B

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
--------------------------	--------------------------	-----------------------------------	--------------

SEPTEMBER 13, 2018

REGISTERED OWNER: CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST
COMPANY, NEW YORK, NEW YORK

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 622, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in North St. Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer; provided, however, that upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion be paid without presentation of this Bond, and may make a notation on

the panel provided herein of such redemption, stating the amount so redeemed, or may return the Bond to the Bond Registrar in exchange for a new Bond in the proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Issuer may elect on February 1, 2022, and on any date thereafter, to prepay Bonds due on or after February 1, 2023, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

Notice of Redemption. Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds. For this purpose, the Depository shall be the "Holder" as to Bonds registered in the name of the Depository or its nominee. In the event any of the Bonds are called for redemption, written notice thereof will be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used.

Replacement or Notation of Bonds after Partial Redemption. Upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion make a notation on the panel provided herein of such redemption, stating the amount so redeemed. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Otherwise, the Holder may surrender this Bond to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance certain specified projects approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.62, to pay related financing costs, and to pay costs for parking lot improvements at Castle and Richardson Elementary Schools and related work including curb and gutter repairs and construction, parking lot sidewalk repairs and construction, surface repairs, reconstruction and construction, and related financing costs. All are issued pursuant to resolutions duly adopted by the School Board, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Denominations; Exchange; Resolution. The Bonds are issuable originally only as Global Certificates in the denomination of the entire principal amount of the issue maturing on a single date. Global Certificates are not exchangeable for fully registered Bonds of smaller denominations except in the event of a partial redemption as above provided or in exchange for Replacement Bonds if then available. Replacement Bonds, if made available as provided below, are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Replacement Bonds. Replacement Bonds may be issued by the Issuer in the event that (a) The Depository Trust Company ("DTC") of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described in the Resolution might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

September 13, 2018

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of
the Bonds described
in the within mentioned
Resolution.

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
NORTH ST. PAUL, MINNESOTA

BOND TRUST SERVICES
CORPORATION
Bond Registrar

/s/ (Facsimile) _____
Chair

By _____
Authorized Signature

/s/ (Facsimile) _____
Clerk

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
<u>September 13, 2018</u>	Cede & Co. P.O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REGISTER OF PARTIAL PAYMENTS

The principal amount of the attached Bond has been redeemed and prepaid on the dates and in the amounts noted below:

<u>Date</u>	<u>Amount</u>	<u>Signature of Bondholder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Bond. Partial payments do not require the presentation of the attached Bond to the Bond Registrar, and a Holder could fail to note the partial payment here.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

the within Bond and does hereby irrevocably constitute and appoint
_____ attorney to transfer the Bond on the books kept for
the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if
the Bond is held by joint account.)

Please insert Social Security or
other Tax Identification Number
of Transferee.

EXHIBIT B

(FORM OF REPLACEMENT BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY AND WASHINGTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)

R- _____ \$ _____

GENERAL OBLIGATION CAPITAL FACILITIES
AND TAX ABATEMENT BONDS, SERIES 2018B

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		SEPTEMBER 13, 2018	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 622, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in North St. Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained

by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

September 13, 2018

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of
the Bonds described
in the within mentioned
Resolution.

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
NORTH ST. PAUL, MINNESOTA

BOND TRUST SERVICES
CORPORATION
Bond Registrar

/s/ (Facsimile)
Chair

By _____
Authorized Signature

/s/ (Facsimile)
Clerk

ON REVERSE OF BOND

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$ _____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance certain specified projects approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.62, to pay related financing costs, and to pay costs for parking lot improvements at Castle and Richardson Elementary Schools and related work including curb and gutter repairs and construction, parking lot sidewalk repairs and construction, surface repairs, reconstruction and construction, and related financing costs. All are issued pursuant to resolutions duly adopted by the School Board, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Issuer may elect on February 1, 2022, and on any date thereafter, to prepay Bonds due on or after February 1, 2023, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date. Published notice of redemption shall, in each case, be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each Registered Holder of the Bonds.

To effect a partial redemption of the Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed.

The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

Denominations; Exchange; Resolution. The Bonds are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

EXHIBIT C

DTC Letter of Representations

C-1

EXHIBIT D

LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Capital Facilities Portion</u>	<u>Tax Abatement Portion</u>	<u>Total</u>
2018	2019			
2019	2020			
2020	2021			
2021	2022			
2022	2023			
2023	2024			
2024	2025			
2025	2026		_____	
2026	2027		_____	
2027	2028		_____	

VII. A. 5. SALE OF CERTIFICATES OF PARTICIPATION

RESOLUTION RELATING TO A LEASE-PURCHASE FINANCING AND CERTIFICATES OF PARTICIPATION, SERIES 2018C; AUTHORIZING THE ISSUANCE, DETERMINING THE FORM AND DETAILS, RATIFYING THE AWARD OF THE SALE, AND AUTHORIZING THE EXECUTION, DELIVERY, AND REGISTRATION

BE IT RESOLVED by the School Board of Independent School District No. 622 (North-St. Paul-Maplewood-Oakdale), State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. This Board finds it necessary and expedient for the School District to enter into a Ground Lease Agreement, a Lease-Purchase Agreement and a Trust Agreement, and to sell and issue its Certificates of Participation, Series 2018C evidencing the proportionate interest of the Registered Owners thereof in Lease Payments to be made by Independent School District No. 622 (North-St. Paul-Maplewood-Oakdale) (the "School District") to finance the improvements acquired, constructed and installed as described on EXHIBIT A to the Lease-Purchase Agreement, including, but not limited to, betterment of the Site and the constructed and equipping of additions to the Castle and Richardson Elementary Schools sites and facilities, and the fixtures to be installed thereon or therein (the "Improvements" or the "Project"), for use by the School District as educational facilities.

1.02 Sale. The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. The Board has publicly received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is ascertained to be that of _____ (the "Original Purchaser") to purchase the Certificates at a price of \$_____, plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Certificates is hereby awarded to said Original Purchaser.

1.03 Execution of Documents; Return of Good Faith Deposits. The Chair and Clerk are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Original Purchaser. The Treasurer is directed to retain the good faith deposit of the Original Purchaser pending delivery of the Bonds and payment therefor, and the good faith deposits of other proposal makers shall forthwith be returned to them.

1.04 Compliance with Law. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Lease and the Certificates having been done, having happened and having been performed in regular and due form, time and manner as required by law, it is necessary for this Board to establish the form and terms of the Certificates, to approve the execution of documentation relating thereto, and to provide for the issuance of the Certificates forthwith.

1.05 Provisions Applicable to Lease-Purchase Agreement are also Applicable to the Certificates. The Certificates are certificates of participation in the Lease-Purchase Agreement. Therefore designations, covenants and representations applicable to the Lease-Purchase Agreement shall also be applicable to the Certificates.

Section 2. Documentation; Certificate Terms; Execution and Delivery.

2.01 Financing Documents. There will be prepared the following documents, all of which shall be placed on file in the office of the Clerk:

- (a) Lease-Purchase Agreement dated as of September 13, 2018, by and between the School District and U.S. Bank National Association, as trustee (the "Trustee");
- (b) Ground Lease Agreement dated as of September 13, 2018, by and between the School District and the Trustee; and
- (c) Trust Agreement dated as of September 13, 2018, by and between the School District and the Trustee.

Upon review by Bond Counsel, such documents are approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by Bond Counsel. The provisions of those agreements are approved and incorporated herein by reference.

2.02. Execution. Upon finalization of the documents described above, and the execution thereof by the other parties thereto, the Chair and Clerk, or other designated signatories acting on their behalf, shall execute and deliver such documents on behalf of the School District. The Chair and Clerk (or their designated signatories) shall execute on behalf of the School District such other contracts, certifications, documents or instruments as Bond Counsel to the School District shall require (including the Continuing Disclosure Certificate), and all certifications, recitals, warranties and representations therein shall constitute the certifications, recitals, warranties and representations of the School District. Execution of any instrument or document by one or more appropriate officers of the School District shall constitute and shall be deemed conclusive evidence of the approval and authorization by the School District and the School Board of the instrument or document so executed.

2.03 Certificate Maturities, Interest Rates and Denominations. The Trustee is authorized and directed to execute and deliver \$_____ principal amount of the Certificates pursuant to, containing the terms and provisions, and in the manner specified in the Trust Agreement, which Certificates shall mature on February 1 in the respective years and amounts stated below and shall bear interest from the date of issue until paid at the respective annual rates set forth opposite such years and amounts, as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
<u>February 1</u>		

The Certificates are subject to optional redemption in the years and amounts specified in the Trust Agreement.

The Certificates maturing in the years specified in the proposal, if any, are term certificates subject to mandatory redemption in the years and amounts specified in the Trust Agreement.

The Certificates are subject to extraordinary redemption as specified in Section 2.05 of the Trust Agreement.

Section 3. Certifications; Declaration of Exemption from Rebate Requirements; Designation, Arbitrage Reporting.

3.01 Declaration of Exemption. For purposes of compliance with the requirements of Section 148(f)(4)(C) of the Code, the Board hereby determines and declares that:

(a) The Issuer is a governmental unit with a substantial amount of one or more of the following sovereign powers: (a) the power to tax; (b) the power of eminent domain; and (c) the police power;

(b) The Certificates are not "private activity bonds" as defined in Section 141 of the Code;

(c) Ninety-five percent of the net proceeds of the Certificates are to be used for the local government purposes of the Issuer; and

(d) The Issuer will expend the Certificates proceeds in such a manner and at such times as necessary to qualify for an exemption from the rebate requirements of the Code pursuant to Section 148(f)(4)(C) of the Code, as amended.

(e) The Issuer reserves the right to treat the acquisition expenditures and the construction expenditures or portions thereof as separate issues for purposes of Section 148(f)(4)(C) of the Code. If it does so, it shall specify the expenditure limitations for each issue in greater detail in the arbitrage certification executed by the Chair and Clerk.

In order to account for the expenditure of the proceeds of the Certificates, all proceeds credited to the Construction Fund shall be maintained in one or more separate Construction Fund bookkeeping accounts in the financial records of the Issuer. All proceeds of the Certificates shall be expended from said accounts prior to any other moneys of the Issuer on hand and legally available for said expenditures. The books and accounts of the Issuer shall be maintained in such a manner as to demonstrate compliance with the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended.

(f) Notwithstanding the intention of the Issuer to expend the Certificates proceeds to meet the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended, if the Issuer fails to meet the expenditure requirements specified in that amended provision, the Issuer agrees to make such calculations and to make such rebate payments to the United States as and when required by said Section 148 and the regulations promulgated thereunder. In construing this Section 3.01, all terms used herein shall have the meanings provided in Section 148 of the Code and the regulations promulgated thereunder.

(g) Notwithstanding any other provision of this Section 3.01, any requirement imposed hereunder may be deemed inapplicable and of no force or effect if an opinion of Counsel is rendered to the Issuer by nationally recognized bond counsel to the effect that the failure to impose such requirement will not adversely effect the tax-exempt status of interest on the Bonds.

3.02 Nondesignation as Qualified Tax-Exempt Obligations. The Lease Agreement and the Certificates are not designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Certificates by financial institutions.

3.03 Authentication of Transcript. The officers of the School District and the County Auditors of each County in which the School District is located in whole or in part are hereby authorized and directed to prepare and furnish to the Original Purchaser of said Certificates, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the School District relating to said Certificates and to the financial condition and affairs of the School District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Certificates as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the School District as to the facts recited therein.

3.04 Covenant to Continue Tax Exemption. The School District covenants and agrees with the Owners from time to time of the Certificates herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Certificates to become subject to taxation under the United States Internal Revenue Code; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

3.05 Official Statement. The furnishing of the Official Statement to the Original Purchaser of the Certificates is hereby ratified and confirmed, insofar as the same relates to the Certificates and the sale thereof.

3.06 Information Reporting. For purposes of compliance with the provisions of Section 149(e) of the Code, the School District shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, a statement concerning the issue which meets the requirements of Section 149(e) (2).

3.07 Continuing Disclosure. The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Certificates and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the Electronic Municipal Market Access system ("EMMA"), the annual financial information

specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

3.08 Payment of Issuance Expenses. The School District authorizes the Trustee on behalf of the School District to pay issuance expenses from Certificate proceeds on the closing date.

VII. A. 5. RESOLUTION AUTHORIZING THE SALE OF REFUNDING BONDS FOR 2009A
BOND ISSUE

RESOLUTION PROVIDING FOR THE SALE OF GENERAL OBLIGATION TAXABLE OPEB REFUNDING BONDS, SERIES 2018D; AND COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THESE BONDS

BE IT RESOLVED by the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), Minnesota, as follows:

1. Bond Authorization. The School Board has determined that it is necessary and expedient to issue \$14,105,000 General Obligation Taxable OPEB Refunding Bonds, Series 2018D.

2. Sale. The District has retained Ehlers & Associates, Inc. (Ehlers) in Roseville, Minnesota, as its independent municipal advisor for the Bonds. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Bonds is approved, the School Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds.

3. Official Statement; Negotiation of Sale. Ehlers is authorized to prepare and distribute an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

4. Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

MOTION:

SECOND:

VII. A. 6. RESOLUTION AUTHORIZING THE SALE OF REFUNDING BONDS FOR 2009B BOND ISSUE

RESOLUTION PROVIDING FOR THE SALE OF GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2018E; AND COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THESE BONDS

BE IT RESOLVED by the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), Minnesota, as follows:

1. Bond Authorization. The School Board has determined that it is necessary and expedient to issue \$3,935,000 General Obligation Alternative Facilities Refunding Bonds, Series 2018E.

2. Sale. The District has retained Ehlers & Associates, Inc. (Ehlers) in Roseville, Minnesota, as its independent municipal advisor for the Bonds. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Bonds is approved, the School Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds.

3. Official Statement; Negotiation of Sale. Ehlers is authorized to prepare and distribute an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

4. Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

MOTION:

SECOND:

VII. A. 7. RESOLUTION AUTHORIZATION FOR LEASE PURCHASE AGREEMENT

The District will be entering into a Lease-Purchase agreement for the purchase of school buses, five regular education 77 passenger buses and 4 special education buses with the capacity of 35 + 2 with a lift.

This agreement will be for 5 years and will be with US Bankcorp. The amount to be financed is \$853,617.15 with an interest rate of 3.654% with semi-annual payments of \$92,481.37.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
TAX-EXEMPT LEASE/PURCHASE AGREEMENT AND SUPPLEMENTS THERETO AND RELATED
DOCUMENTS AND CERTIFICATES

BE IT RESOLVED by the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, as follows:

1.) The Tax-Exempt Lease/Purchase Agreement dated September 15, 2018 (the "Agreement") and the Schedules, Exhibits, Amendments or Addendum thereto are hereby approved substantially in the form presented to this board and on file in the office of the Clerk.

2.) The Director of Business Services of the District is hereby authorized to execute the Agreement and any Schedules, Exhibits, Amendments or Addendum thereto on behalf of the District, and to execute such other certificates and documents as may be necessary and appropriate to effectuate the transactions contemplated by the Agreement and said Schedules, Exhibits, Amendments or Addendum. The Agreement, the Schedules, Exhibits, Amendments or Addendum and the related documents may contain such necessary and appropriate variations, omissions and insertions as the Director of Business Services shall determine to be necessary, and the execution thereof by the Director of Business Services shall be conclusive evidence of such determination and its approval by the Board.

3.) Lessee reasonably anticipates that it has or will issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in an aggregate amount in excess of \$10 million during the calendar year in which the Lease commences. Thus, the lease is not designated as a qualified tax-exempt obligation for purposes of Section 265(b)(c) of the Internal Revenue Code of 1986, as amended, relating to deductibility of interest by financial institutions.

MOTION:

SECOND:

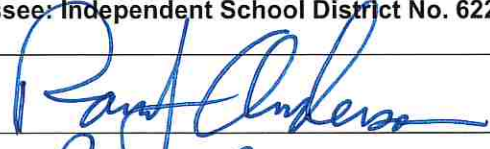
ADDENDUM (MINNESOTA)
Master Tax-Exempt Lease/Purchase Agreement


THIS ADDENDUM, which is entered into as of June 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Independent School District No. 622 ("Lessee"), is intended to modify and supplement Property Schedule No. 2 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee of even date herewith (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to each Property Schedule shall remain in Lessor during the Lease Term for each such Property Schedule, subject to Lessee's rights under the Master Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Independent School District No. 622
By: 
Name: Randy Anderson
Title: Director of Business

Attest:
By: 
Name: JoAnn F. McCabe
Title: Exec. Assistant

ADDENDUM
Master Tax-Exempt Lease/Purchase Agreement

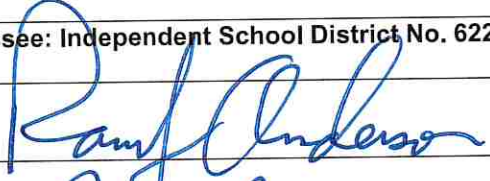
THIS ADDENDUM, which is entered into as of August 15, 2018 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Independent School District No. 622 ("Lessee"), is intended to modify and supplement the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of June 30, 2016 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.


Section 6.08 is hereby removed in its entirety and replaced as follows:

Gross-Up. If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.79.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Independent School District No. 622
By: 
Name: Randy Anderson
Title: Director of Business

Attest:
By: 
Name: JoAnn F. McCabe
Title: Exec. Assistant

Property Schedule No. 2

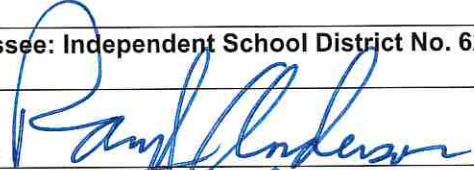
Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 2** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of June 30, 2016, between U.S. Bancorp Government Leasing and Finance, Inc., and Independent School District No. 622.

- 1. Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- 2. Commencement Date.** The Commencement Date for this Property Schedule is August 15, 2018.
- 3. Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- 4. Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- 5. Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- 6. Proceeds.** Exhibit 4 is intentionally omitted.
- 7. Acceptance Certificate.** Exhibit 5 is intentionally omitted.
- 8. Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- 9. Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- 10. Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- 11. Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by September 7, 2018.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Independent School District No. 622
By: 
Name: Randy Anderson
Title: Director of Business

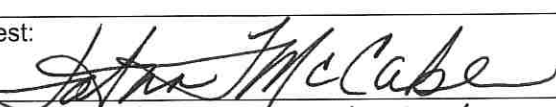
Attest:
By: 
Name: JoAnn F. McCabe
Title: Exec. Assistant

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 2** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No. 622.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

2225 McKnight Rd. N.
Address

North St. Paul, MN 55109
City, State Zip Code

USE: School Buses - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$853,607.15

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	15-Aug-2018	92,481.37	92,481.37	0.00	N/A
2	15-Feb-2019	92,481.37	78,575.60	13,905.77	N/A
3	15-Aug-2019	92,481.37	80,011.18	12,470.19	N/A
4	15-Feb-2020	92,481.37	81,472.98	11,008.39	521,066.03
5	15-Aug-2020	92,481.37	82,961.49	9,519.88	438,104.54
6	15-Feb-2021	92,481.37	84,477.20	8,004.17	353,627.34
7	15-Aug-2021	92,481.37	86,020.60	6,460.77	267,606.74
8	15-Feb-2022	92,481.37	87,592.19	4,889.18	180,014.55
9	15-Aug-2022	92,481.37	89,192.50	3,288.87	90,822.05
10	15-Feb-2023	92,481.37	90,822.04	1,659.33	0.00
TOTALS		924,813.70	853,607.15	71,206.55	

Interest Rate: 3.654%

Lessee: Independent School District No. 622	
By:	<i>Randy Anderson</i>
Name:	<i>Randy Anderson</i>
Title:	<i>Director of Business</i>

EXHIBIT A

Property Description

Five (5) 2019 IC PB105 CE 77-Passenger School Bus

Four (4) 2020 IC PB105 CE 35+2 Lift Bus

VIN #s to be determined

Language for UCC Financing Statements

Property Schedule No. 2

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: Independent School District No. 622

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 2 dated August 15, 2018 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of June 30, 2016, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 2** dated as of August 15, 2018 to the Master Tax-Exempt Lease/Purchase Agreement dated June 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No. 622.

The undersigned, being the duly elected, qualified and acting Director of Business Services
(Title of Person to Execute Lease/Purchase Agreement)
of the Independent School District No. 622 ("Lessee") does hereby certify, as of August 15, 2018, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of August 15, 2018.

Independent School District No. 622

By Randy Anderson
Signature of Person to Execute Lease/Purchase Agreement

Randy Anderson, Dir of Business Services
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 2** dated as of August 15, 2018 to the Master Tax-Exempt Lease/Purchase Agreement dated as of June 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No. 622.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Independent School District No. 622 ("Lessee") does hereby certify, as of August 15, 2018, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of August 15, 2018.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 2** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No. 622

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

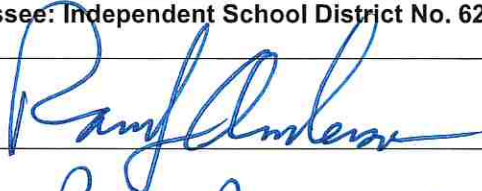
Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: Independent School District No. 622
By: 
Name: Randy Anderson
Title: Dir of Business Services

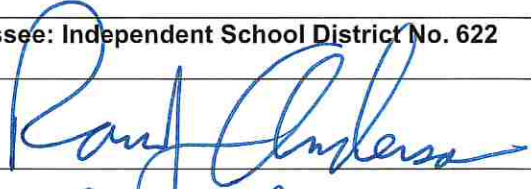
*Please be sure to select ONE option above.

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of June 30, 2016 and the related Property Schedule No. 2 dated August 15, 2018, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: Independent School District No. 622	
By:	
Name:	RANDY ANDERSON
Title:	Director of Business

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated June 30, 2016 and related Property Schedule No. 2 dated August 15, 2018, between Independent School District No. 622 as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

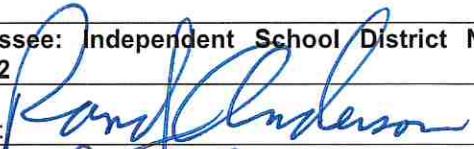
3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:
Date:

Lessee: Independent School District No. 622
By: 
Name: <i>Randy Anderson</i>
Title: <i>Director of Business</i>
Date: <i>8/15/2018</i>

VII. A. 9. RESOLUTION FOR APPROVAL OF CHANGES TO 2018-2019 POLAR/TARTAN STADIUM RENTAL RATES

In order to increase accessibility and encourage more community use of our turf fields, administration is recommending a reduction in rental rates for non-profit community groups (with a majority of District 622 residents). The proposed rates for North Polar Stadium and Tartan Titan Stadium will be \$25 per hour for Class B and \$50 per hour for Class C rental of the Artificial Turf Field or Tartan Track and \$10 per hour for use of Field Lights.

THEREFORE, the Director of Business Services recommends the following resolution:

BE IT RESOLVED that the School Board of Independent School District No. 622 approve and adopt the changes to the 2018-2019 Polar and Tartan Stadium rental rates as presented.

MOTION:

SECOND:

Date: August 13, 2018
 To: Randy Anderson – Director of Business Services
 From: Linda Napoli – Facility Use & Aquatics Coordinator
 RE: Proposed Changes to Stadium Rental Rates

I am proposing a reduction in rates for non-profit community groups renting the stadiums, in order to increase accessibility and encourage more community use of our turf fields. This recommendation follows our August 2, 2018 meeting with Jed Helwig and Bryan Munter, North and Tartan High School Activities Directors. When the four of us met to review stadium usage and fees, we found that our current rate for non-profit community organizations was higher than many of our surrounding school districts.

In an effort to increase accessibility and encourage more community use, I am recommending the following changes to stadium rental rates for non-profit community organizations (with a majority of District 622 residents):

Facility Rental Fees (Hourly unless otherwise noted)	Class B		Class C	
	Current	Proposed	Current	Proposed
Polar Stadium and Titan Stadium				
Artificial Turf Field	\$50	\$25	\$75	\$50
Track (track surface, bleachers, interior field)	\$50	\$25	\$75	\$50
Field Lights	\$25	\$10	\$25	\$10

****User Fee Classifications:**

Class B

- Non-profit tax-exempt community groups/organizations with a majority of ISD 622 residents, district-area athletic associations and groups sponsored by the cities of Maplewood, N. St. Paul, and Oakdale.
- ISD 622 School-sponsored groups hosting events for the purpose of fundraising or when fees are charged to participate.

Class C

- Non-profit, tax-exempt groups/organizations with a majority of District 622 residents who are raising funds for a group/organization.